



MINUTES

SELECT BOARD

06/15/2021

6TH FLOOR HEARING ROOM 4:00 PM

Present: Select Board Member, Heather Hamilton, Select Board Member Bernard W. Greene, Select Board Member Raul Fernandez, Select Board Member John VanScoyoc, Select Board Member Miriam Aschkenasy

OPEN SESSION

Question of entering into Executive Session for the reasons stated in items 2 and 3.

Chair Hamilton declared that the Board shall enter into executive session to discuss strategy with respect to collective bargaining or litigation because an open meeting may have a detrimental effect on the bargaining position of the public body, and to review/approve executive session minutes.

The board will reconvene in open session.

On motion it was,

Voted to enter into executive session.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Mariam Aschkenasy

EXECUTIVE SESSION - COLLECTIVE BARGAINING

For the purpose of discussing strategy related to collective bargaining with the Police Union.

EXECUTIVE SESSION - EXECUTIVE SESSION MINUTES

Question of approving the Executive Session meeting minutes from June 1 and June 10, 2021.

ANNOUNCEMENTS/UPDATES

Thank you to Brookline Interactive Group for the quick pivot to in person meetings and their great job this past year.

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The Juneteenth Day celebration will be held on Saturday June 19th, beginning at the Riddle School with a walk to Brookline Ave playground where there will be festivities. Thank you to all involved in the planning process and support.

The Town is revamping the website in efforts to become more engaged with the community. Welcome back to the 6th floor hearing room; the town is working on a hybrid meeting approach. Please let our legislators know your support.

Acknowledgment to Assistant Town Clerk Linda Golburgh and Acting Town Clerk Jeff Nutting for their efforts during COVID and running virtual town meetings and elections.

PUBLIC COMMENT

1. Susan Howards spoke in support of the board signing the UASI agreement to continue to keep religious places of worship safe.
2. Sal D'Agostino, Surveillance Committee member indicated they reviewed the camera system and spoke in support of the agreement. He can offer greater detail why these funds are needed in confidence.
3. Rita McNally spoke in support of the SRO's and Walk and Talk program, both an important part of the community. We have worked over the years to build our community. If you can reimagine the things that are wrong and what is feared, make it better; students' needs that relationship. She feels secure with the Walk and Talk program in her neighborhood. She does not support zoom meetings
4. Melissa Vogt TMM#4 spoke in support of remote meetings, they make it easier for everyone to participate
5. Ariella Hellman spoke in support of the UASI these funds support the larger Jewish community in Brookline with significant funds used for safety measures. Anti-Semitism is growing across the community and the country.
6. Clint Richmond TMM#6 Amy Hummel TMM#12 spoke on religious institution and added UASI is not the way to get the funds, they are connected to Homeland Security; we not need to militarize or deputize our police dept. The policy is not as effective as we would like
7. Natalia Linos supports a hybrid meeting option and spoke on the School Resource Officers (SRO) position. She is troubled that there are police in our schools.
8. Shawn O'Neal used to work at the Lynch Center and various town departments and she was never questioned on her ability to do things. She supports the Walk and Talk program because they have always been there when she needed them. They have saved her life.
9. Bonnie Bastien TMM#5 spoke on SRO and Walk and Talk programs. The School Committee has made a recommendation and the BHA could be more decisive on their position. There are many that did not feel included or safe under these programs.
10. Emmy Takinami TMM#10 spoke in support of removing the SRO and Walk and Talk programs. This is a racial justice matter. Let's fund more programs that share and support our values for all the residents.

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11. Abby Erdman, a former teacher co-founder of Brookline for Racial Justice and Equity, said. let us be an anti-racist community and determine what steps do we need to take to get there. We need to get rid of the SRO, she does not see the need because the police are one minute away when needed. We don't need them in our schools or in the public housing properties.
12. Ryan Black TMM#6 police should not be in schools or in people's homes. He supports removal of these two programs. These could provide inappropriate contract. Social workers could provide better support in schools, we need a new approach on public safety.
13. Barbara Brown supports what the school committee decided.
14. Kimberly Richardson, spoke against the Walk and talk program most that support these programs are not part of that community. We are not anti-police we are anti-oppression. This program is unjust, if one person feels harmed the program should be dismantled.
15. Bruce Levin spoke on 30 Webster St, the second hotel on the street and the removal of trees to build it. This causes a decrease in birds. What would be done to prevent sex trafficking and smoking laws at this new hotel.

MISCELLANEOUS

Question of approving the meeting minutes from June 8, 2021, and June 10, 2021.

On motion it was,

Voted to approve the meeting minutes from June 8, 2021, and June 10, 2021.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Mariam Aschkenasy

CONTRACT

Question of approving contract PW/21-06 "Epoxy Lining of Sewer Manholes" with A&W Maintenance and Coatings, LLC 137 Pine Street, Middleborough, MA 02346 in the amount of \$919,050.

On motion it was,

Voted to approve contract PW/21-06 "Epoxy Lining of Sewer Manholes" with A&W Maintenance and Coatings, LLC 137 Pine Street, Middleborough, MA 02346 in the amount of \$919,050.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Mariam Aschkenasy

CONTRACT

Question of approving contract PW/21-04 "Sewer System Rehabilitation" with Green Mountain Pipeline Services, LLC 768 South Main Street, Bethel, VT 05032 in the amount of \$835,200.

On motion it was,

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Voted to approve contract PW/21-04 "Sewer System Rehabilitation" with Green Mountain Pipeline Services, LLC 768 South Main Street, Bethel, VT 05032 in the amount of \$835,200.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Mariam Aschkenasy

MOBILE FOOD VENDOR LICENSE

Question of approving the renewal of Super Star Ice Cream, Hani Hindi, Owner, for a Mobile Food Vendor license, Sunday-Saturday, 10:00am-8:30pm.

On motion it was,

Voted to approve the renewal of Super Star Ice Cream, Hani Hindi, Owner, for a Mobile Food Vendor license, Sunday-Saturday, 10:00am-8:30pm.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Mariam Aschkenasy

MOBILE FOOD VENDOR LICENSE

Question of approving the renewal of Zack's Ice Cream, Ahmad Alkhatatbih, Owner, for a Mobile Food Vendor license, hours subject to approval Sunday-Saturday, 10:00am-7:00pm.

On motion it was,

Voted to approve the renewal of Zack's Ice Cream, Ahmad Alkhatatbih, Owner, for a Mobile Food Vendor license, hours subject to approval Sunday-Saturday, 10:00am-7:00pm.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Mariam Aschkenasy

Board member VanScoyoc spoke about the ice cream diesel trucks idling and polluting the environment. Could the Climate Action Committee review this issue?

OUTDOOR SEATING REQUEST

Question of approving the outdoor seating request from Prairie Fire which includes a portion of the Webster Street Parking Lot.

Owner Dan Kerrigan updated the board on the application. The space will be available to neighboring restaurant patrons and he reviewed the servicing practice. The space will include 5 parking spaces from the Webster Street lot. There will be adequate passageways.

On motion it was,

Voted to approve the outdoor seating request from Prairie Fire which includes a portion of the Webster Street Parking Lot.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Mariam Aschkenasy

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COVID-19 STATE OF EMERGENCY

Question of ending the Town of Brookline's COVID-19 State of Emergency.

On motion it was,

Voted to end the Town of Brookline's COVID-19 State of Emergency.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Mariam Aschkenasy

CALENDAR

UASI AWARD AND MOU FOR FY 21

Question of approving and authorizing the Town Administrator to sign the Memorandum of Understanding between the City of Boston Mayor's Office of Emergency Management and the Town of Brookline for the FY21 UASI Award.

Town Administrator Kleckner noted that this was reviewed earlier. It relates to a Federal program that provides funding to prepare for security threats as a participant with other Boston region municipalities. This has been a fairly routine request in the past, but given the current climate it was forwarded to the board due to the large range of police issues. He recommends that the board approves the request due to the substantial financial resources, and with the Boston Marathon and the upcoming US Open which will be a high level security risk event. He is not opposed to placing restrictions on funding military style equipment.

Chief Morgan spoke on the membership adding that Newton wanted to get into the group but could not due to membership issues. He added that the Surveillance Committee has already placed restrictions on camera use. He reviewed the importance of these funds adding that the Town can place restrictions on the policies.

Chief Sullivan reviewed that these funds support the Emergency Management operations. These funds are very important to that function as it relates to natural disasters, pandemics, supplies, staff and general operations of the center. They can apply policy to areas of concern. He added that there are controls in place so activities are not shroud in secrecy.

ACLU representative, Emiliano Falcon-Morano spoke on the concerns related to Homeland Security and civil liberties. They are concerned with lack of efficient oversight and lack of involvement from local officials. Also information sharing is not always shared with local cities and towns.

Board member Fernandez noted Clint Richmond and Amy Hummel's concerns and reviewing these documents is the responsibility of the Select Board. It is not routine anymore to consider and reconsider our policies and practice. Too often the program and sharing are not by local

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officials; we would not always know what is happening; things can go wrong behind closed doors.

Board member Greene agrees that the funds provide a benefit to our current environment; threats on houses of worship is just one piece of domestic threats from terrorist organizations.

Board member Aschkenasy agreed with Board member Fernandez. She expressed concern that everything that is done is within one big network and out of their control. We can no longer rubber stamp these kinds agreements and need to create policies and practices that guard our civil liberties.

Board member VanScoyoc noted the benefits provided from the UASI funds and the numerous letters in support for the town's participation. Many of the letters noted the CERT training and emergency response activities. We can explore the concerns and place policies related to cameras between now and the next round of grants.

Board member Fernandez offered the following conditions:

1. Implement checks and balances to ensure all funding aligns with Brookline's policies before accepting any funds.
2. Ensure public notices are properly presented even when conducted outside of Brookline

Chief Morgan reviewed the process for use of funds for any type of weapons; they have to comply with town policies. Military equipment can mean anything from sweatshirts to equipment. The Select Board has the opportunity to reject anything and can request that every year they receive advance notice in writing of a list of equipment, training and technology related to AUSI.

On motion it was,

Voted to approve and authorize the Town Administrator to sign the Memorandum of Understanding between the City of Boston Mayor's Office of Emergency Management and the Town of Brookline for the FY21 UASI Award with the recommended conditions.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Mariam Aschkenasy

PCAC NEXT STEPS

Discussion of the next steps regarding the newly established Police Commissioner's Advisory Committee.

Chair Hamilton announced that the first item PCAC interviews are part of the series of police reform recommendations. There will be an effort to promote the commission for applicants, then discuss what would be required of them.

BOARDS AND COMMISSIONS - INTERVIEWS

The following candidates for appointment/reappointment to Boards and Commissions will appear for interview:

Police Commissioner Advisory Committee

Sandra Pelkie

Jean Senat Fleury - postponed

Sandra Pelkie worked in Brookline for about 45 years. Over the years she has been involved in various aspects of local government in various communities. These positions include, Chair of the Board of Health and Chair of the Senior Commission and Chair of the Youth Commission in the town of Essex Massachusetts. Ms. Pelkie has trained with FEMA and Homeland Security. She is very bipartisan and rallies for social justice and a spokesperson for Black Lives Matter. She indicated we are in a very sketch time with the police department and she wants to see them become successful and would like to see the town restore not defund the department, adding that Massachusetts is the most racist state in the country. She is prepared to investigate cases thoroughly with balance and fairness.

REFORM AND REIMAGINING RECOMMENDATIONS DISCUSSION

Discussion of possible legislation for Policing Reform and Police Reimagining recommendations.

Chair Hamilton announced that the board will be taking up the Walk and Talk and SRO police programs and potential warrant articles. She would like the Board to discuss:

- Civil Service- requires town meeting approval (more clarity required from state Rep Vitolo)
- Civilians to enforce traffic stops
- To support a bill to allow municipalities to use red light cameras for certain speed infractions or running red lights

Board member Fernandez noted that reimagining task force did review the traffic civilians, and support that. The camera technology to issue tickets that will reduce unnecessary contact between the police and drivers. The task force did find discrepancy related to race for those getting tickets.

Board member Greene agrees with the need to eliminate certain traffic stops, broken tail lights etc. but after careful consideration. He has seen the red light camera system and finds it a bit creepy. It may sound good but needs to be thought through.

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Board member Aschkenasy supports the letter to the legislators it provides the board with some options on the red light camera.

The board was in agreement to consider leaving the civil service system within the police department. The slow pace of the legislature was brought up and should not be a deterrent.

On motion it was,

Voted to instruct the Town Administrator to take the necessary next steps in efforts to prepare a Warrant Article for the Town to exit the Civil Service system and report back to the board prior to the next Town Meeting.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Mariam Aschkenasy

SRO AND WALK AND TALK PROGRAMS DISCUSSION

Discussion and possible vote on the School Resource Officer and Brookline Housing Authority Walk and Talk programs.

Chair Hamilton asked David Pearlman, Vice Chair of the School Committee to present their position on the School Resource Officers.

David Pearlman reviewed that the School Committee voted 8-0-0 recommending to end the SRO program. The committee could not ignore the racial disparities in the data, both locally and nationally, particular data provided locally. A survey of 600 students and over 250 staff responded and it is very clear that the African American and LatinX students did not express great comfort or indicate that they feel safer with the SRO present. They looked into the purpose of the SRO program; and questioned if the police officers are in the best positions to achieve those goals. He added most liked the SRO as individuals. The School Committee would like the Public Schools Central Administration to provide information in efforts to help plan the next phase of how services currently provided by SROs might be provided to students going forward. (a 5 page statement is posted on the school's website)

Michael Jacobs, Brookline Housing Authority noted that the Walk and Talk program began in the early 90's responding to gang violence and a model promoted by HUD. Things have changed in Brookline. Any decision made as commission must represent all of our residents. He reviewed their process and small survey on the Walk and Talk program. It was noted that residents of color felt stigmatized by the program. The BHA recommends the following:

1. Eliminate practices that border on unwarranted surveillance
2. Assign the same group of officers to be responsible for responding the BHA calls
3. Encourage relationships/ Rename the Walk and Talk Program with a focus on Relationship building

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4. Create a mission statement identifying the goals and objectives of a future renamed and refocused program

Tim Stevens BPD officer, stated that he has worked on the Walk and Talk program for 17 years; it began to address gang violence. The program has changed since then and has taken on more of a community engagement position. They are not looking into homes, and performing unnecessary questioning. They are trying to become part of the community and provide some familiarity with the police department. They are there to help them. He noted many young residents have indicated that they support his presence in the community. He explained that they do not overstay their welcome. If the unit is disbanded it would be a disservice to the residents of Brookline public housing.

Casey Hatchett Sgt. of the PD and oversees the Walk and talk program. She noted some language in the BHA statement that address police response to the property. She asked what happens if they get a call tonight and someone calls Tim for assistance, and the program has been disbanded. They do not force interactions, their goal is to establish relationships.

Chief Morgan reviewed when the program started it was a different time. A lot more crime. They wanted to keep the safety net for the residents to interact with assigned officers. There is a lot of misinformation out there on the program; the officers are not out there at 2am. It would be difficult to assign the same person to these locations should the program end.

Board member Greene noted that the Policing Reform committee voted a motion urging the Select Board not to abolish the 2 programs until additional processes are indicated. You can't end the program without a plan on what comes next that would replace the programs.

Board member Aschkenasy added that she heard clearly that the School Committee voted 8-0- to end SRO program. It disproportionately negatively effects the BPOC students and the majority of the BHA community wants to end the Walk and Talk program. Those impacts are happening now. There are 4.5 days left in the school year, if something happens that requires the police, they will be there if called, same with the BHA, if they are called they will come. We should be listening to the 600 students.

Board member VanScoyoc said he is glad to hear from the School Committee and the Housing Authority on these programs. However, having listened to the School Committee meeting's 8-0 vote, he came to a different conclusion. He questioned the layout of the survey and how the questions were presented. The survey was flawed. The results can be determined differently. He indicated that 70% of the students are not aware of the SRO program. He feels that the results provided a blanket statement and he feels that is not the case.

Mr. Pearlman added that the School Committee felt that the 70% of students that are not aware of the SRO program indicates that the program does not serve the majority of the student population and not fulfilling the goals of the program.

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Board member Aschkenasy asked what percentage of middle scholars survey were people of color. Mr. Pearlman responded he does not have the information; but across the board students of color indicated they do not feel safer with the program in place.

Board member Fernandez thanked the two presenters for their information. As independent bodies with more at stake with what's happening in the schools or at public housing. There conclusions are pretty clear. It is clear that the School Committee feels the objectives of the program could be better served another way. He does not support students going to school to be engaged with the police, they are there to be educated and engage with school staff. He does not want to see a group of officers concentrated on the Walk and Talk program, why are these officer that are specially trained slotted only to the BHA properties, all officers should be able to engage in any neighborhood in Brookline. No other properties are getting this kind of police attention. The vast majority of people have spoken to dismantle the programs.

Board member Greene responded that many times Board member Fernandez has indicated many times about the vast majority of people came to our meetings supporting to dismantle the programs. That may be true, but we have to look at what is the right approach. It is easy to mobilize people to express one kind of view and that disincentives others from participation due to intimidation or other reasons. Those that did come, we listen to them because they came out of their way to express their positions, something that others did not do.

Chair Hamilton asked what it would look like to refocus the Walk and Talk program over to the senior population in Brookline.

Chief Morgan reviewed the day to day activates performed related to the senior population; healthcare aides fraud, broadband issues, scams etc., he would have to research what the right fit and roll would be.

Mike Jacobs offered clarity on their memo, their positon is to provide appropriate response from the police not surveillance.

Chief Morgan would like clarity on when an office can enter the BHA properties.

Chair Hamilton would like the board to explore refocusing the Walk and Talk program and is not in favor of laying off any officers.

1. On motion from the Committee on Police reform amendment, it was,

Voted to urge the Select Board not to abolish either program and await further input from the Housing Authority, the Superintendent, and School Committee to provide recommendations on what positive aspects of the programs should be maintained and/or developed.

Aye: Bernard Greene, John VanScoyoc

Against: Raul Fernandez, Miriam Aschkenasy, Heather Hamilton - Motion fails 2-3

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SRO

1. Select Board member Fernandez made the motion to accept the recommendation of the School Committee related to the SRO program.

Amendment offered by Chair Hamilton

On amended motion offered by Chair Hamilton to add language that the SRO program ends upon the completion of the current school year, it was,

Voted to add language that the SRO program ends upon the completion of the current school year

Aye: Raul Fernandez, Miriam Aschkenasy, Heather Hamilton

Against: Bernard Greene, John VanScoyoc

2. On motion by Board member Greene to request that the School Committee comes back with a detail plan before the reopening of the schools related to the replacing the School Resource Officer program as indicated in their memo, it was,

Voted to request that the School Committee comes back with a detail plan before the reopening of the schools related to the replacing the School Resource Officer program as indicated in their memo:

The School Committee would like the Public Schools of Brookline Administration to provide the following information to help plan the next phase of how services currently provided by SROs might be provided to students going forward: 1) a review of the roles that SROs play in the school buildings currently; 2) whether those roles need to be performed; 3) who would be best to carry out those roles based on skills and expertise required (e.g. guidance counselors, health educators, social workers, police officers, etc.); and 4) where funds would come from to fund those activities

Aye: Bernard Greene, John VanScoyoc, Heather Hamilton

Against: Raul Fernandez, Miriam Aschkenasy

3. On the main motion offered by Board member Fernandez it was,

Voted to accept the recommendation of the School Committee to end the School Resource Officer program upon completion of the current school year, and with the following amendment: To request that the School Committee comes back with a detail plan before the reopening of the schools related to the replacing the School Resource Officer program as indicated in their memo

Aye: Raul Fernandez, Miriam Aschkenasy, Heather Hamilton

Against: Bernard Greene, John VanScoyoc

Walk and Talk

On motion offered by Chair Hamilton it was,

Voted to accept the recommendation provided by the Brookline Housing Authority Commissioners provided in their memo:

Therefore, the BHA urges the Town of Brookline and Brookline Police Department to consider the following Proposal:

1. Refocus the Walk and Talk program around relationship building, "The Talk", and eliminate practices that border on unwarranted surveillance, "The Walk". Given the change in crime rates at BHA properties from the 1990s to a point where current crime statistics are indistinguishable from the rest of Brookline, the focus of the program today should be about making officers approachable to residents and building relationships. This can be achieved through activities including but not limited to coaching youth sports, community events held for residents (families and seniors), without patrolling properties in a manner that may be perceived as surveillance.
2. Assign the same group of officers to be responsible for responding to BHA calls and consider increasing the number of officers assigned to emergencies on BHA properties. There is a clear benefit to residents in crisis and to BHA staff when the same police officers respond to emergencies. Assigning the same group of officers to respond to BHA calls would allow residents and police to become familiar with one another without the stigma of surveillance that is felt by some of our tenants, particularly those of color. With eleven BHA properties in Brookline, three officers may be insufficient to consistently respond to emergencies at BHA properties.
3. Rename Walk and Talk Program with Focus on Relationship-Building. Police walking around BHA properties lead some residents, particularly residents of color, to feel stigmatized. If the focus of the program going forward is to build meaningful relationships in community settings (team sports, teen center, community events, senior center, etc.) and to provide a consistent group of officers when responding to emergencies at BHA buildings as described above, the name "Walk and Talk" no longer describes the program. Going forward walking around BHA properties without responding to an emergency call or hosting a community event should no longer occur. The new name should reflect this new orientation.
4. Create a mission statement identifying the goals/objectives of a future renamed and refocused program and regularly evaluate the program's effectiveness. The BHA welcomes the opportunity to work with the Town on this mission statement and objectives document. After initial review, the program should be evaluated at least annually and adjusted as circumstances warrant.
5. Implement proposed changes within next six months. Given that revisions to the Walk and Talk Program are considered a high priority, we would recommend that these proposed changes should occur within the next six months and receive an initial review at the end of the calendar year. To allow for a meaningful evaluation, statistics regarding all calls specific to BHA properties should be readily available as well as a listing and narrative for all events and activities held, and regular surveys of BHA residents

Aye: Raul Fernandez, Miriam Aschkenasy, Heather Hamilton

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Against: Bernard Greene, John VanScoyoc

On an amendment offered by Chair Hamilton it was,

Voted to direct Chief Morgan to come back to the Board with a refocus program on Brookline's senior population.

Aye: Raul Fernandez, Miriam Aschkenasy, Heather Hamilton

Against: Bernard Greene, John VanScoyoc

COMMON VICTUALLER, OUTDOOR SEATING, ENTERTAINMENT LICENSE

Request of approving the application of a new Common Victualler for NZ RFIC JFK, LLC d/b/a Far Out Ice Cream at 419 Harvard Street. Hours of operation will be Sunday – Saturday 11:00 am to 10:00 pm. Seating will consist of 12 inside seats and 16 outside seats.

Request of approving the application of a new entertainment for NZ RFIC JFK, LLC d/b/a Far Out Ice Cream at 419 Harvard Street. Entertainment will consist of radio and recorded music Monday –Saturday 12:00 pm to 9:00 pm.

Applicant Andrew Beja explained the outdoor seating request and provided a brief review of their business.

On motion it was,

1. Voted to approve the application of a new Common Victualler for NZ RFIC JFK, LLC d/b/a Far Out Ice Cream at 419 Harvard Street. Hours of operation will be Sunday – Saturday 11:00 am to 10:00 pm. Seating will consist of 12 inside seats and 16 outside seats.
2. Voted to approve the application of a new entertainment for NZ RFIC JFK, LLC d/b/a Far Out Ice Cream at 419 Harvard Street. Entertainment will consist of radio and recorded music Monday –Saturday 12:00 pm to 9:00 pm.

*conditioned upon approval from the DPW

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Mariam Aschkenasy

OPEN AIR PARKING LICENSE TRANSFER PUBLIC HEARING

Question of approving the application for an Open Air Parking License at 195 Rawson Road. Location is 10,240 sq. ft. for 20 cars. Transfer from Janice Hoffman to Lan Mi d/b/a Cobblestone Holdings.

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Applicant Lan Mi explained that she is the new owner of the parking lot and is transferring the license. She is looking into providing charging service for electric vehicles.

Public hearing: no speakers

On motion it was,

Voted to approve the application for an Open Air Parking License at 195 Rawson Road. Location is 10,240 sq. ft. for 20 cars. Transfer from Janice Hoffman to Lan Mi d/b/a Cobblestone Holdings.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Mariam Aschkenasy

NEW ALL ALCOHOL BEVERAGE LICENSE PUBLIC HEARING

Question of approving the application of an All Alcoholic Beverages License to Knight Moves Cafe, Inc. d/b/a Knight Moves Cafe at 1402 Beacon Street. Proposed manager of record is Devon Trevelyan. Proposed Operating Hours are Monday – Thursday 3:00PM – 11:00PM, Friday 3:00PM – 2:00AM, Saturday and Sunday 11:00AM – 2:00AM. Proposed Alcoholic beverage service hours are Monday – Thursday 3:00PM – 11:00PM, Friday 3:00PM – 2:00AM, Saturday and Sunday 11:00AM – 2:00AM.

Applicant Devon Trevelyan was present. He reviewed his business, a board game café that has been operating under a BYOB license. This request is in efforts to increase revenue. He is seeking a 2:00am weekend closing time.

Public hearing:

Town Administrator Kleckner noted an email received from a neighbor expressing concerns on the 2:00 a.m. closing, noise and outdoor seating.

David Leschinsky owner of Eureka spoke in support of the applicant. He gave a brief review of interactions with Devon on a business level, and supports the concept of the board games adding these patrons tend not to be rambunctious, they just enjoy a long complex board game. He supports the alcoholic beverages licenses.

Greg Bigelow, 1402 Beacon Street resident and condo trustee spoke against the license. This is an older building with little sound isolation. Sounds and odors travel through the 4 unit building. He is concerned with added noise from the alcohol servings. He is also concerned with outside tables. He has researched the area and could not find any building like this small residential one with a liquor license.

Steve Wolberg, owner of the unit directly above the café understands wanting to improve the business but does not think alcohol is a necessity to gaming and disagrees that the patrons are not loud. He added if the applicant did some research he would find out that

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master deed prohibits alcoholic beverages on the retail premises and no consumption. He also feels the 2am closing hours is excessive. This license is not permissible under the current condo documents.

Chair Hamilton stated that the board will have to review this and be provided with more information.

The board would like an updated list on all establishments with a 2am closing. The board would like to see the applicant succeed with a liquor license in an appropriate location.

This item was held.

ALL ALCOHOL LICENSE TRANSFER PUBLIC HEARING

Question of approving the application of a transfer of an All Alcoholic Beverages License from Mandarin Group Ltd d/b/a Mandarin Gourmet to DTJ Group, Inc. d/b/a Mandarin Gourmet at 1020 West Roxbury Parkway. Proposed manager of record is Jamie Thang. Proposed Operating Hours of operation will be Sunday – Thursday 11:30 am to 9:30pm, Fri – Sat 11:30 am to 10:30pm. Proposed Alcoholic beverage service hours are Hours of operation will be Sunday – Thursday 11:30 am to 9:30pm, Fri – Sat 11:30 am to 10:30pm.

Attorney Jennifer Allen gave a brief review of the application and introduced the applicants. The prior owner struggled during COVID and decide to pass the business over instead of closing. This is a popular and successful restaurant. Both applicants have been in the restaurant and liquor business and are familiar with alcoholic serving practices. The hours and operations will remain the same.

Public hearing: no speakers

On motion it was,

Voted to approve the application of a transfer of an All Alcoholic Beverages License from Mandarin Group Ltd d/b/a Mandarin Gourmet to DTJ Group, Inc. d/b/a Mandarin Gourmet at 1020 West Roxbury Parkway. Proposed manager of record is Jamie Thang. Proposed Operating Hours of operation will be Sunday – Thursday 11:30 am to 9:30pm, Fri – Sat 11:30 am to 10:30pm. Proposed Alcoholic beverage service hours are Hours of operation will be Sunday – Thursday 11:30 am to 9:30pm, Fri – Sat 11:30 am to 10:30pm

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Mariam Aschkenasy

NEW ALL ALCOHOL LICENSE AND ALTERNATE MANAGER PUBLIC HEARING

postponed

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Question of approving the application of an All Alcoholic Beverages License for Seoul Society Inc. d/b/a Fiya Chicken at 1024A Commonwealth Ave. Proposed manager of record is Timothy K Liu. Proposed Operating Hours are Monday – Sunday 11:00AM – 2:00AM. Proposed Alcoholic beverage service hours are Monday – Sunday 11:00AM – 2:00AM.

Question of approving the application of an Alternate Manager, Raymond Lee, for Seoul Society Inc. d/b/a Fiya Chicken at 1024A Commonwealth Ave.

NEW ALL ALCOHOL, ENTERTAINMENT, COMMON VICTUALLER LICENSE PUBLIC HEARING

Question of approving the application for an All Alcoholic Beverages License for Mecha Noodle Bar Brookline LLC. d/b/a Mecha Noodle Bar at 285 Harvard Street. Proposed manager of record is Richard Reyes. Proposed Operating Hours of operation will be Monday - Sunday 11:30 am to 12:30am. Proposed Alcoholic beverage service hours are Hours of operation will be Monday - Sunday 11:30 am to 12:30am.

Question of approving the application for a Common Victualler License for Mecha Noodle Bar Brookline LLC. d/b/a Mecha Noodle Bar at 285 Harvard Street. Proposed manager of record is Richard Reyes. Proposed Operating Hours of operation will be Monday - Sunday 11:30 am to 12:30am. Proposed Alcoholic beverage service hours are Hours of operation will be Monday - Sunday 11:30 am to 12:30am. Seating will consist of 61 seats.

Question of approving the application an Alternate Manager, Juan Reyes, for Mecha Noodle Bar Brookline LLC. d/b/a Mecha Noodle Bar at 285 Harvard Street.

Question of approving the application an Entertainment for Mecha Noodle Bar Brookline LLC. d/b/a Mecha Noodle Bar at 285 Harvard Street. Entertainment consists of Radio and Recorded music Monday - Sunday 11:30 am to 12:30am.

Attorney Christin Scanlon introduced the two owner applicants. The owners run successful restaurants in Connecticut. They are experienced operators and were vetted by the landlord.

Applicant Richard Reyes gave a brief review of their menu, qualifications and operations.

Public hearing: no speakers

On motion it was,

1. Question of approving the application for an All Alcoholic Beverages License for Mecha Noodle Bar Brookline LLC. d/b/a Mecha Noodle Bar at 285 Harvard Street. Proposed manager of record is Richard Reyes. Proposed Operating Hours of operation will be Monday - Sunday 11:30 am to 12:30am. Proposed Alcoholic beverage service hours are Hours of operation will be Monday - Sunday 11:30 am to 12:30am.

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2. Question of approving the application for a Common Victualler License for Mecha Noodle Bar Brookline LLC. d/b/a Mecha Noodle Bar at 285 Harvard Street. Proposed manager of record is Richard Reyes. Proposed Operating Hours of operation will be Monday - Sunday 11:30 am to 12:30am. Proposed Alcoholic beverage service hours are Hours of operation will be Monday - Sunday 11:30 am to 12:30am. Seating will consist of 61 seats.
3. Question of approving the application an Alternate Manager, Juan Reyes, for Mecha Noodle Bar Brookline LLC. d/b/a Mecha Noodle Bar at 285 Harvard Street.
4. Question of approving the application an Entertainment for Mecha Noodle Bar Brookline LLC. d/b/a Mecha Noodle Bar at 285 Harvard Street. Entertainment consists of Radio and Recorded music Monday - Sunday 11:30 am to 12:30am.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Mariam Aschkenasy

There being no further business, the Chaired ended the meeting at 9:L5 pm.

ATTEST



MINUTES

SELECT BOARD

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Present: Select Board Member, Heather Hamilton, Select Board Member Bernard W. Greene, Select Board Member Raul Fernandez, Select Board Member John VanScoyoc, Select Board Member Miriam Aschkenasy

4:00 pm. Remote meeting using the ZOOM virtual meeting platform

OPEN SESSION

Chair Hamilton declared that the Board shall enter into executive session to discuss strategy with respect to litigation because an open meeting may have a detrimental effect on the bargaining or litigating position of the public body. The board will reconvene in open session.

Question of entering into Executive Session for the reason stated in item 2.

EXECUTIVE SESSION - LITIGATION

For the purpose of discussing litigation strategy in the case of Alston v. Town of Brookline, USDC Case No. 1:15-cv-13987.

On motion it was,

Voted to enter into executive session

Aye: Heather Hamilton, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy
Absent for executive session: Bernard Greene

ANNOUNCEMENTS/UPDATES

Town Administrator Kleckner provided an update on the American Rescue Plan funds. The town received the first half, \$16 million. He is hoping to receive more guidance from the US Treasury soon. The town is developing a framework process for applications, approval, expenditures and reporting. The CDBG program is a good model for this process. They are developing a robust online portal. There was a manhole incident that was electrical in nature. The DPW Commissioner and the Fire Chief are looking into it; it is not uncommon, but concerning.

The town again has reached above the 10% Subsidized Housing Inventory threshold. This will allow the town the ability to not accept the 40b mandatory requirements. That's does not mean the end of affordable housing goals, it does mean requirements would be relaxed and the town would have more discretion in housing developments.

Thanks to everyone for a successful Juneteenth Day event. It was well attended and well managed.

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The Boylston St. Corridor Committee has met with a developer to review their initial concepts on a proposed redevelopment at 10 Brookline Place. It is proposed for a significant life sciences building and medical lab. All aspects are open to discussion.

Board member Aschkenasy is working on the Rank Choice Voting committee and getting it underway. Board member Fernandez announced that the taskforce to Reimagine Brookline has officially completed their work and met for the final time. He gave a personal thank you to each member and staff involved in the committee's work. There are committee members that are eager to continue their work in other ways related to the topic.

PUBLIC COMMENT

Bruce Levin spoke in support of local Brookline restaurants. He also spoke on the proposed delivery options for Sanctuary and greenhouse gas submissions related to home delivery options; one car going out is better than several going in. He asked what would be done to make sure everything is accounted for and we get taxes from Sanctuary if the product is not sold at the retail outlet.

MISCELLANEOUS

Question of approving the meeting minutes from June 15, 2021.
The minutes were held.

GIFT

Question of accepting a gift to the Office of Veteran's Services from Michael Merrill in the amount of \$1,000.

On motion it was,

Voted to accept a gift to the Office of Veteran's Services from Michael Merrill in the amount of \$1,000.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

CONTRACT

Question of approving the Contract No. PW/22-01 "Disposing of Leaves and Related Work" with Lorusso Corporation in the amount of \$148,520.

On motion it was,

Voted to approve the Contract No. PW/22-01 "Disposing of Leaves and Related Work" with Lorusso Corporation in the amount of \$148,520.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

CHANGE ORDER NO. 3

Question of approving Change Order No. 3 for the High School expansion project Tappan Gym and 3rd Floor Renovation with CTA Construction Managers in the amount of \$578.52.

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On motion it was,

Voted to approve Change Order No. 3 for the High School expansion project Tappan Gym and 3rd Floor Renovation with CTA Construction Managers in the amount of \$578.52.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

CHANGE ORDER NO. 1

Question of approving Change Order No. 1 for the High School Expansion Project Cypress Street Playground with Heimlich Landscaping and Construction Co. in the amount of \$180,950.

On motion it was,

Voted to approve Change Order No. 1 for the High School Expansion Project Cypress Street Playground with Heimlich Landscaping and Construction Co. in the amount of \$180,950.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

EXTRA WORK ORDER

Question of approving an extra work order in the amount of \$139,000 for contract PW/21-01 for Richard D'Ambrosia, Inc. to be funded with the previously accepted grant from the Massachusetts Department of Transportation's Winter Shared Streets and Spaces Grant.

On motion it was,

Voted to approve an extra work order in the amount of \$139,000 for contract PW/21-01 for Richard D'Ambrosia, Inc. to be funded with the previously accepted grant from the Massachusetts Department of Transportation's Winter Shared Streets and Spaces Grant.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

PERMIT

Question of approving a permit to Matthew Kertein dba Flowers + Opera Night for closure of the public S.S. Pierce Alley for public gatherings and musical performances on each Thursday from June to October from 5:00PM-7:00PM.

CALENDAR

COMMUNITY PARTNERSHIP COMMITTEE 2022 US OPEN

Presentation, discussion, and adoption of the Community Partnership Committee and process for the 2022 US Open.

Town Administrator Kleckner reviewed his memo and provided a brief update on the economic Impact from the event that includes:

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- Priority Brookline business program (hotels and restaurants)
- Excise taxes on hotel stays and food/beverage sales
- Priority employment and volunteer program for Brookline residents
- General tourism impact Merchandising
- Authority to sell official USGA merchandise
- Town banner Community Programming
- Use of complimentary ticket packages for community fundraising
- Programming community events Community values- racial equity and environmental sustainability
- USGA commitments on hiring, contracting and operations

Ken Goldstein reviewed the beginning of the process that began 6 years ago. The goal is to make sure Brookline reflects their very best next June during the US Open.

Mr. Goldstein provided a presentation that reflected the history of the Country Club, the oldest in the country and the significant presence this event will bring to the community. Thousands of visitors and international media presence. He acknowledged the benefits to local businesses, restaurants, museums and lodging. It was noted that the town has negotiated the ability to sell merchandise.

Kate Brooks Leness reviewed the Country Club's community involvement and programs.

Board member Aschkenasy noted the review of the Club's cultural and historic concept in the charge. History shows that the Country Club is one of exclusion and she would love to see that history be talked about. She added that it would be great if the Country Club did a land acknowledgement.

Ms. Leness responded that the club has been engaged in similar conversations and have had more discussions since the death of George Floyd across their organization in efforts to become more inclusive. They are actively committed to changing that within their admissions and to diversify their programs. They are proud of the event and are looking at what they need to do differently and what they can do better.

On motion it was,

Voted to adopt the proposed charge of the 2022 US Open Community Partnership Committee

The Select Board of the Town of Brookline, hereby establishes the 2022 US Open Community Partnership Committee and authorizes this Committee to:

- Propose programs and initiatives relating to the 2022 US Open that will promote and benefit the Town of Brookline, its businesses, organizations, communities and citizens; will result in an event that is fun and entertaining; and will enhance the event in ways that build community.
- Provide a framework for understanding the 2022 US Open in cultural and historical context.
- Propose guidelines for supporting diversity and inclusion at the 2022 US Open.
- Propose priorities for part-time employment, non-profit fundraising and volunteer opportunities at the 2022 US Open.

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- Propose guidelines for minimizing carbon emissions, energy consumption and solid waste impacts from the 2022 US Open.
- Plan initiatives that maximize the potential of the 2022 US Open as a community event; (2) further enhances the long-term partnership between The County Club and the Town of Brookline; and are inclusive and reflective of the diversity and values of the Brookline community.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

On motion it was,

Voted on the proposed committee slate as follows:

We propose a Community Partnership Committee of 12 members, six each from the Town and TCC. When the TCC was selected as the site of the 2022 Open several years ago, Select Board member Ken Goldstein was the Board member assigned to the project. Over the ensuing years, I continued to work with Ken on various matters relating to the US Open. I respectfully request that Ken be appointed to the committee and provide leadership for the Town. The TCC has already designated their members to the Community Partnership Committee (all residents of Brookline).

Kate Leness as chair, William Curry, William Goldthwait, Glenn Johnson, Kristen LaCount and Bernard Lee, Ken Goldstein,

I recommend that the Select Board designate four members from existing Town boards that represent the various interests and expertise involved along with one member representing the business community, as follows;

Park and Recreation Commission

Climate Action Committee

Economic Development Advisory Board

Commission on Diversity Inclusion and Community Relations

Brookline Chamber of Commerce

Select Board member to serve as a liaison to the Community Partnership Committee.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

RESERVE FUND TRANSFER – SCHOOL POSTPONED

Question of authorizing, and transmitting to the Advisory Committee, the following Reserve Fund Transfer request from the School Department.

RESERVE FUND TRANSFER - PUBLIC WORKS

Question of authorizing, and transmitting to the Advisory Committee, the following Reserve Fund Transfer request from the Department of Public Works for the snow and ice deficit in the amount of \$851,291.

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Commissioner Gallentine reviewed the transfer request as a result of the review of the snow and ice control expenditures. She reviewed that there is a surplus in the wages and salaries account which will be included in the transfer request.

On motion it was,

Voted to authorize and transmit to the Advisory Committee, a Reserve Fund Transfer request from the Department of Public Works for the snow and ice deficit in the amount of \$851,291, and to transfer the salaries and wage accounts.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

BOARDS AND COMMISSIONS - INTERVIEWS

The following candidates for appointment/reappointment to Boards and Commissions will appear for interview:

Police Commissioner's Advisory Committee

Raj Dhanda

Kimberley Richardson (postponed)

Paul Yee

Anne Weaver (postponed)

Raj Dhanda started his business here in Brookline and served on Police reform committee in hopes for a stronger citizen oversight policy. His background shows his strong decision making skills and ability to evaluate complex documents. As a person of color it is important to render fair recommendations and fair objectives. He added that he tried his best on the reform committee and feels that not all his points of view were heard. He wants to make sure that the complainant was treated fairly in any deliberations and recommendations.

Paul Yee is a second generation Asian American, and was a Mass Trial Court Judge, a lawyer in both private practice and as an Assistant District Attorney. He has provided legal services in serving neighborhoods by working for the Boston Housing Authority. He has reviewed whether the police acted appropriately in various situations including domestic violence cases. Mr. Yee added that the people should control the government; this is a democracy and the police are not always right; civilians should be able to review that. The Select Board does have some oversight but not as in depth as it should be. He would like to see changing procedures to address racism and bias.

Planning Board

Steve Heikin is an architect and planner and enjoys participating in this field as a retiree. He serves as the Planning Board's designee to HAB, developed guidelines for Planning Board review on projects. He has served as a designee to the Newbury Zoning Committee, the Preservation Committee and the Pierce School Building committee. Mr. Heikin also serves as a Trustee of the Brookline Community Foundation. He would like to continue working on updating town zoning laws, supports friendly 40b projects and implementing a linkage program in Brookline for commercial developers.

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Park and Recreation

Stewart Silvestri is a financial consultant and a relator. He started a fitness event at Pierce and became involved with bringing little league baseball to the town years ago. He has served as head of the High School PTO and participated in rebranding the logo at the high school. He has also been involved in the redesign of a few parks in town. Mr. Silvestri spoke on his efforts to implement a youth sports committee and would like to assist with bringing all town athletic programs under one umbrella, regardless of ability to pay.

John Pan is a doctor with three children in the Heath School where they all participated in multiple Brookline youth sports. He enjoys Reservoir Park and the many green spaces in Brookline. Dr. Pan also has a background in finances and holds an MBA from the Wharton School. He would like to see expanded golf programs for youth and athletic programs that engage with the youth of color.

Cannabis Mitigation Advisory Committee

Amy Newell is a medical marijuana user and would like to ensure that there are policies that are fair, reasonable, and support racial equity opportunities. Ms. Newell would like to see marijuana establishments become positive additions to the Brookline community. She lives near the Sanctuary establishment.

Commission on Disability/Park and Rec/Women's Commission

Shonali Gaudino is an Occupational Therapist for the Spaulding Rehab Network, working with frontline staff and leadership. An OP modifies space for accessibility for everyone. She holds a Master's degree from Boston University and is Board Certified in Gerontology. She is looking to bring her 75 year old father into the community, so she also has an interest in the Council on Aging. Ms. Gaudino is excited to participate in Brookline government.

Preservation Commission

Alex Villaneuva is a trained historian and studied at Boston University. Board member Fernandez asked about the recent debate on the Richardson House. Mr. Villanueva replied at the core it is something owned by a private citizen that does not offer anything to the community, it is not a museum or offers tours for the public. This home is not visible from the street and should not be considered a candidate for preservation. He would not support saving it.

WATER AND SEWER RATES PRESENTATION AND PUBLIC HEARING

Public Hearing, presentation, and possible vote on the proposed aggregate increase of 5.4% to the FY22 Water and Sewer rates.

Commissioner Gallentine reviewed as the final part of the fiscal year 2022 budget process, the Department of Public Works has examined the rate structures for water, sewer and fire service charges to provide for full cost recovery of the Water and Sewer Enterprise. The rate setting process is based on the projected FY2022 budget expenditures, including MWRA wholesale assessments, and the estimated water consumption and sewer use. In FY20 the Water & Sewer Director and Rates Task Force created a new rate structure with the goal to promote revenue sufficiency, stability, conservation, and affordability. The water and sewer rate structure included a

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quarterly base charge which increases with the customer's meter size, a two-tiered block rate for single-family residential consumption, and uniform volumetric rates for non-single-family water consumption and a uniform sewer rate.

Fred Russell, Director of Water and Sewer reviewed that this year the town needs to generate over thirty million dollars to break even. There were some major increases in personnel, the MWRA's assessment and debt services. The COVID-19 pandemic has dramatically changed society and consumer behaviors. These changes have resulted in different consumption patterns, including an increase in single family residential consumption and revenues as customers stay home, along with decreased non-residential consumption and revenues, as workplaces and venues are left largely vacant.

Some ongoing projects:

Replacing piping system

Lining sewer manholes

Stormwater, continue planning and investigations.

Recommendation increase 5.4%

Mr. Russell explained the tiered rating system.

Board member Fernandez asked if the Brookline Housing Authority is offered any exemptions.

Mr. Russell responded, no they are charged like everyone else including the schools.

Board member Fernandez asked if this can be reviewed., and noted the elderly exemption. The elderly exemption is offered to very few residents that qualify; last year there were only 9.

The board spoke on the rate structure, the less consumption, the higher the rate, this seems contradictory.

Public hearing:

David Lescohier explained the tiered system. Tier one is the amount a family needs in order to meet basic needs. If you go above that you pay more in tier two. The task force urged consultants to take a look at our rates. Use of irrigation should be charged at the full rate. He supports Fred's recommendations and not use the tier for irrigation rates. He would like to offer concessions to the elderly and BHA, however, Town Counsel referred to a 1932 law case that deters that. There was a home rule petition and we need to revisit where that stands.

Dick Benka acknowledged Fred and his dedication. He responded to the consumption contradiction adding there are fixed cost for water lines sewer lines etc.; those costs exist regardless of the amount of water flowing through them. The rates do have to go up to cover in part the fixed cost. The committee tried not to hit the smaller users dramatically.

Linda Pehlke explained that the senior discount is not available to those that income qualify , but live in an apartment or condo because those bills are shared. Businesses saved a lot of money during Covid and we paid the bill for being at home. Irrigation, there is no standard amount, and it is not cheap because it is instituted on a base charge. If we try to exempt some the shift would go to others.

7.A.

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On motion it was,
VOTED:

(1) To approve the following quarterly Water and Sewer rates effective July 1, 2021:

Water Rate: Single Family Residential Customers
 \$2.81 per hundred cubic feet (hcf) for all use up to 18 hcf
 \$7.02 per hundred cubic feet (hcf) for all use greater than 18 hcf
 All Other Customers
 \$5.61 per hundred cubic feet (hcf) for all use

Sewer Rate: \$8.40 per hundred cubic feet (hcf) for all use

(2) To approve the quarterly Base Charge based on meter size according to the following schedule effective July 1, 2021:

<u>Meter Size (in inches)</u>	<u>Quarterly Water Base Charge</u>	<u>Quarterly Sewer Base Charge</u>
0.625	\$31.94	\$31.94
0.75	\$45.25	\$45.25
1	\$77.19	\$77.19
1.5	\$154.36	\$154.36
2	\$247.51	\$247.51
3	\$463.08	\$463.08
4	\$769.14	\$769.14

(3) To approve the quarterly Irrigation rate at \$5.61 per hundred cubic feet (hcf) effective July 1, 2021.

(5) To approve the annual Fire Service Charge at \$20 per inch-diameter squared of fire service pipe size effective July 1, 2021.

(6) To adopt a Senior Water and Sewer Rate Discount Program in an amount equivalent to 50% of the water and sewer base charge for eligible ratepayers, with eligibility for said program determined by eligibility for Property Tax Exemptions allowable under Massachusetts General Laws Chapter 59, Section 5, Clauses 17D, 41A, 41C and the Senior Work-off Tax program.

(7) The above votes are set under Massachusetts General Laws, Chapter 40, Section 22F.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

URBAN FOREST CLIMATE RESILIENCY MASTER PLAN PRESENTATION

Presentation and possible vote to approve and adopt the Urban Forest Climate Resiliency Master Plan.

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Commissioner Gallentine reviewed her memo:

Over the past year and a half, the Department of Public Works Parks and Open Space Division, in collaboration with the Select Board's Committee on Tree Protection and a Project Team comprised of various representatives from departments across Town, have developed an Urban Forest Climate Resiliency Master Plan (UFCRMP) for the Town of Brookline. In February 2020, the Division of Parks and Open Space was awarded a Municipal Vulnerability Preparedness Program (MVP) Action Grant from the Commonwealth of Massachusetts to develop the Master Plan. The need for an Urban Forest Climate Resiliency Master Plan arose out of the 2017 Climate Vulnerability Assessment planning process, which identified the significance of the urban canopy as a nature-based solution to climate change, and recommended several priority actions and strategies aimed at sustaining and strengthening the urban forest. The Urban Forest Climate Resiliency Master Plan is the culmination of a comprehensive planning and community engagement process, including 7 Committee meetings (including 5 public forums), a community survey, a project mailing list, Brookline Housing Authority site visits, yard signs, and more. The Plan is intended to position the Town to proactively and equitably prepare for and mitigate the impacts of climate change on the Town's public and private trees. The UFCRMP includes an assessment of the health and condition of the Town's street trees (including genus diversity, tree condition ratings, and tree size [dbh] analysis), an analysis of the entire urban forest using LiDAR technology, a review of the Town's forestry budget and management practices, and a 10- year action plan outlining goals and recommendations to enhance the resiliency of Brookline's urban tree canopy. The Plan also speaks to how Brookline can best serve the community, particularly Environmental Justice neighborhoods and vulnerable populations most susceptible to climate change impacts, such as the urban heat island effect. We hope that this Master Plan will build upon the Town's rich legacy of comprehensive urban forestry planning and management, and also serve as a model for the region and other communities that are actively working to build climate resilience.

Kyle Zick, Landscape Architecture, Inc., made a presentation.

- Schedule and milestones
- Stem by Stem inventory
- Urban tree canopy assessment
- Environmental benefits of the urban forest
- Urban tree Canopy Assessment
- Climate Change Impacts
- Where to plant
- Benchmarks and goals
- Goals for tree canopy on private land

The board asked about the ability to achieve the goals due to funding.

Commissioner Gallentine reviewed this is a ten year plan with aspirational goals. There is opportunity to use grants and work with advocates and friends groups. They have additional money for FY22 to kick start this year. There will be a lot of educational outreach as well in efforts to get residents to participate as well.

On motion it was,

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Voted that the Select Board hereby accept and adopt the 2021 Urban Forest Climate Resiliency Master Plan for the Town of Brookline as presented on June 22, 2021.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

SANCTUARY LICENSE CONDITIONS PUBLIC HEARING

Possible vote and approval of amended license conditions regarding a Phase 4 Operations Plan and the delivery of adult-use marijuana for Sanctuary Medicinals, 1351 Beacon Street.

Attorney Jeffrey Allen explained that they have reviewed the proposed conditions related to moving onto phase 4. This license was based on walk in services that was halted due to Covid. Sanctuary now plans on moving to walk in service under phase 4 and will still offer reserve ahead to those patrons interested in that system. The establishment can accommodate 160 people at a given time and the customers will be queued inside the establishment. Brookline has lifted the State of Emergency and allows them to move forward.

Mr. Allen referred to condition number 27 related to the marijuana courier requirement of an electric vehicle for deliveries. Sanctuary has reached a delivery agreement with a company that is certified as an equitable program with the State's Cannabis Control Commission. All loading and unloading will be done on a privately owned lot at 25 Webster street. There is an agreement with the owner. Condition number 27 requiring use of electric vehicles would put this courier out of business because it is a massive capital venture, an unrealistic capital expenditure inconsistent with the mode of the business. Traffic studies show no impact. Attorney Allen also indicated the NETA has been operating with walk ins since Memorial Day having moved to phase 4. This has caused a competitive loss to my client.

Monique Baldwin, Cannabis Coordinator added that staff understands the requirement for electric vehicles would be a burden on social equity applicants. This condition was placed to address competing values of the town. We are amenable to the asking the operator to review this for the future.

Gabe Salazar, We Can deliver Boston, proposed courier, reviewed that their vehicles are eco friendly and part of a program that calculates the amount of emissions their vehicles produces. Funds are sent to sustainability partners, forest projects, something that is very important to us from the beginning. Being required to purchase electric vehicles would put a huge financial burden on them.

Board member Aschkenasy noted that this requirement seems to be capricious and arbitrary to place this requirement on these vehicles creating an unequal playing field. If Sanctuary qualifies to move to phase four can we stop them. What about other types of delivery services?

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Associate Town Counsel Jonathan Simpson noted that the conditions state a requirement to submit an operations plan to you; this is being done here. If this is not approved, we would need to investigate their plan. To rule it out of hand is not a good idea.

Board member Fernandez noted that NETA has moved to a phase 4 already.

Attorney Allen added that their license is a property right and they have not violated it, it has not been utilized. He does not believe it can be changed at this time.

Chair Hamilton added that they need to treat them the same but she is open to considering an appointment only model. Town Meeting weighed in on this and an appointment only model was rejected.

Board member Aschkenasy added the issue is, are we consistent when one already has moved to walk in service remembering that Town Meeting did weigh in and we should stick with what Town Meeting decided.

Public comment

1. Susan Park TMM#2 noted there are lots of kids that walk by the building and is concerned with Sanctuary's logo. Employees walks around the area with shirts on with their logo. They are very visible. The closing time should be 8pm, there should be bathroom protocol because of the issues with NETA. She asked if the town is really ready for walk ins due to Covid, we are not out of the woods yet with the pandemic
- Manishi Desai, 20 Webster abutter, hopes the board reconsiders a reserve ahead system. It has been working well now. There are lots kids in the community and she is not comfortable with the product proximity. She feels it is a good decision to keep the queuing inside. She also has an issue with their logo and the impact on kids. Ms. Desai spoke on increased litter, how will these dispensaries be monitored, and with what's happening in Colorado; can we manage these two dispensaries.
2. Richard Strock is concerned with walk- in service and how the state is divided on marijuana. He is concerned with the message it is sending to the youth and the impact is poorly studied. It does lower barriers to go on and participate in other drugs. He supports keeping an appointment only model with a modest level of discretion. NETA has shown it has been a burden. Start with appointment only.
- Janice Kahn is concerned about the signage. We are one of the few countries that allow direct advertising on drugs. She asked about the number of people doing appointment only, and noted that Newton adopted an appointment only model and they look at the applicants on an individual basis. There is strong public sentiment to keep appointment only. Please be mindful on how we use our public ways, and is glad to see queuing contained inside.
- Michael Zoorob TMM#3 spoke in favor of allowing walk-in service and the delivery license. We should treat marijuana businesses similarly, we do not need an appointment to go to liquor stores. Sanctuary has never demonstrated an issue with this store, they never had walk-ins.
- Jonathan Davis TMM#10 added we are not really over Covid and should be practicing social distancing. The new Covid variant is considerably more infectious. He has not heard anything

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about how Sanctuary is losing customers since NETA went to a walk-in model. It is a mistake to overlook this license because Sanctuary is in a very different environment from NETA. He reviewed some proposed housing units in the neighborhood. All of them adding 1,000 additional units within the next two years. The walk-in model will be swamped. NETA is in a less dense area.

- Lauren Bernard TMM#8 spoke in favor of the reserve ahead model after seeing the experience with NETA when they first opened which was extreme and it would be remiss to think that will not happen here. Sanctuary is close to schools where there are already problems with students smoking pot in schools and vaping. This will increase that activity. She takes issue with treating these licenses the same as other entities like liquor. We have strict treatment for cigarettes and more relaxed on marijuana.
- Lauren Heller said there is no assurance this will not be like NETA, what are we inviting into our community. What if there is litter, long lines, smoke outside how would that be controlled. This is in a residential center. Kids walk by there every day. Alcohol you take home and are consumed inside with cups, not in the open.

There was a question on police detail. Attorney Allen stated that it has been confirmed with the police to have a detail if deemed appropriate. There has not been a substantial amount of business, they do have their own security, and public consumption has not been an issue.

Board member Fernandez thinks it makes sense that perhaps this conversation is premature and maybe we wait until the license renewal process in December because we don't have the data now. He also indicated that he does not like to hear characterization about the patrons.

Chair Hamilton indicated she is uncomfortable taking up the logos. She feels that should be taken up with your State Representative.

Board member VanScoyoc acknowledged that the speakers are advocating for their children, there is a real concern here.

Ms. Baldwin added that after everything that happened with NETA a committee was created to deal with those issues, and her position was created as a public resource. The committee meets once a month. She addressed that condition item 20 is vague and offered additional language.

Marijuana Courier pick-ups and loading is only permitted via the leased private lot accessible from Webster Street.

New proposed language: *Marijuana Courier pick-ups and loading is only permitted in the two dedicated parking spots on the leased public lot at 25 Webster Street.*

The Board discussed the condition on the electric vehicle requirement. They acknowledged that it is Town Meeting's desire to meet the Town's carbon neutral goals. They also acknowledged the financial burden on the courier applicant

Attorney Allen asked if this condition would be applied to every delivery operator, food etc.

7.A.

In Select Board

06/22/2021

Page 14 of 14

Gabe Salazar asked if the town would contribute to the cost of the electric vehicle if they make it a requirement. The conversion would require GPS cameras, accessible charging facilities and the cost of that.

Condition number 27 was tabled.

On motion it was,

Voted approval of the amended license conditions regarding a Phase 4 Operations Plan and the delivery of adult-use marijuana for Sanctuary Medicinals, 1351 Beacon Street.

**with the amendment to condition 20, Marijuana Courier pick-ups and loading is only permitted in the two dedicated parking spots on the leased public lot at 25 Webster Street, and condition number 27 tabled.*

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

BOARDS AND COMMISSIONS - APPOINTMENTS

The following candidates for appointment/reappointment to Boards and Commissions:

Planning Board

On motion it was,

Voted to reappoint Steven Heiken to the Planning Board for a term ending in 2025 or until a successor can be appointed.

Voted to appoint Shelly Chipimo to the Planning Board for a term ending in 2026 or until a successor can be appointed.

Age Friendly Cities Committee

On motion it was,

Voted to appoint Carol Caro to the Age Friendly Cities Committee for a term ending in 2024 or until a successor can be appointed.

There being no further business the Chair ended the meeting at 10:55 pm.

ATTEST



Town of Brookline

Massachusetts

Authorization To Hire Request Form

1. Position **TITLE:** Assistant Town Clerk Grade: T-10

2. Department: Town Clerk Division: _____

3. Position Control #: 162000002 Prior Incumbent: Linda Golburgh

a. Reason for Leaving: Retirement

4. Budgetary Information:

Department Code: C A Budget Code: 16201610 510101 % 100

☐ Grant Funded-Name of Grant: _____ ☐ Revolving Fund ☐ Enterprise Fund

6. Employment Type:

☒ Full-Time: # of hours/week: 37.50 ☐ Part-Time: # of hours/week: _____

☒ Permanent ☐ Temporary: expected end date (required) _____ / _____ / _____

7. Method of Fill:

☒ Promotion – To be Posted Internally from: _____ / _____ / _____ to _____ / _____ / _____

☒ New Hire ☐ Transfer – Please explain: _____

8. List the top three essential functions of this position:

1. Supports and assumes the responsibilities of the Town Clerk in their absence
2. Administers municipal, state, and federal elections
3. Supervises the day-to-day activities of the office staff

9. I have considered the following alternatives to filling this position:

There are no acceptable alternatives to filling this position.

10. The alternatives are less desirable than new hire action for the following reasons:-continued on reverse side-

Assistant Town Clerk

Authorization To Hire Request Form

11. Suggested sources for specialized recruitment advertising: (other than local papers)

Human Resources will work closely with the department to post the position widely with recruiting websites and
 multiple targeted affinity group job boards, professional groups and diversity recruiting sites.

12. Please attach the current position description.

13. Signatures:

Department Head Signature:



Date: 6/21/2021

Human Resources Director:



Date: 6/21/21

Town Administrator:

Date: _____

14. Approvals:

Date on BOS Agenda: _____

Date Approved: _____

15. Notes:

ASSISTANT TOWN CLERK

T-10

Position Purpose:

The purpose of this position is to provide supervisory and administrative functions in support of the Town Clerk in the keeping of official municipal records, issuing licenses and official documents, and in providing information to the general public and town departments. Functions as a liaison to the Brookline community and to Town departments. Acts as the Town Clerk in their absence as required by State Statute; performs all other related work as required.

Supervision:

Supervision Scope: Performs a wide variety of duties of an administrative nature requiring the exercise of judgment and initiative to interpret guidelines, supervise clerical employees, and carry out assignments independently; work at this level requires a thorough knowledge of departmental operations, and a working knowledge of local and state laws pertaining to department operations. Incumbent is called upon to handle a significant amount of details, each varying from the other in substance and content, requiring incumbent to approach workload with flexibility. Exercises considerable judgment in responding to inquiries from the general public and managing workload and assignments.

Supervision Received: Works independently under the general direction of the Town Clerk, and in accordance with the applicable provisions of the Massachusetts General Laws.

Supervision Given: Provides day-to-day supervision and direction to the department's clerical employees, assigning tasks and ensuring the completion and accuracy of work. Employee is responsible for the supervision and performance of the entire office in the absence of the Town Clerk.

Job Environment:

Work is performed under typical busy office conditions; noise level is moderate. Employee is required to attend occasional evening meetings. Employee is required to work after normal office hours and attends occasional off-site meetings and conferences.

Operates computer systems and devices, printers, copiers, facsimile machines and other office equipment.

Makes frequent contact with the general public and other town departments. Has regular interaction with citizen boards and committees, Town Meeting Members, other municipal colleagues, the Massachusetts Town Clerks' Association, various organizations in the community, the media, as well as various state agencies including the Office of the Secretary of the Commonwealth, the Attorney General's Office, the Department of Revenue, and the State Auditor's Office. Contacts require courtesy, discretion and tact in providing information and solving problems. Resolves the more difficult customer service requests. Communicates by telephone, personal discussion, by

Town of Brookline, MA

Assistant Town Clerk

Revised 6/2021

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7.B.

written correspondence and email.

Has access to some confidential information that is administered by the office; communications content frequently pertain to public information, managerial and administrative actions. The information managed requires the application of appropriate judgment, discretion, and professional office protocols and State law.

Errors could result in delay in service, considerable monetary loss, or legal consequences to the Town.

Essential Functions:

(The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.)

The Assistant Town Clerk assists, supports and is mandated by law to assume the responsibilities of the Town Clerk in their absence.

Records permanent records of the Town and issues certified copies of the same.

Administers municipal, state, and federal elections, including preparing/proofing ballot information; evaluating and selecting appropriate supplies and equipment; hiring, training, and supervising election workers and custodians; and preparing election results.

Oversees administration of the annual Town Census.

Calculates, prepares and submits the daily deposit to the Treasurer; processes payroll.

Researches requests and provides information for intra-departmental requests.

Supervises the day-to-day activities of the office staff. Analyzes, prioritizes, and delegates daily and special assignments to the clerical staff.

Assists and answers questions of customers, public officials, department heads and staff, in person, by email, and by telephone; receives complaints and responds to complaints appropriately; makes referrals as appropriate.

Administers the oath of office to town officials and board/commission members.

Notarizes documents for Town employees and the public.

*Town of Brookline, MA
Assistant Town Clerk
Revised 6/2021*

2

7.B.

Functions as the liaison to other town departments, outside agencies and vendors.

Develops, proposes, and administers actions and practices to expedite office procedures.

Analyzes, develops and institutes improved methods of distributing town-wide mailings. Publicizes new methods of distribution.

Develops and implements community outreach programs to educate and register voters.

Advises citizens regarding applications for licenses, running for office, locating public records, registering to vote, etc.

Coordinates the staffing needed for Town Meeting.

Represents the Town Clerk's office at conferences and meetings.

Performs similar or related work as required, directed or as situation dictates.

Recommended Minimum Qualifications:

Education, Training and Experience:

Bachelor's degree in business management, records management, public administration, or a related field; 5 years of supervisory and records management experience in municipal government, preferably in a Town/City Clerk's office; or any equivalent combination of education and experience.

Special Requirements:

Must be or have the ability to become a Massachusetts Notary Public.

Knowledge, Ability and Skill:

Knowledge: Strong knowledge of how to research election laws, public record laws, campaign finance laws, town bylaws, land-use laws and all pertinent regulations. Knowledge of the municipal accounting software, state voter registration databases, permit databases, and other municipal software required. Complete working knowledge of office administration, financial record keeping and automated office systems and procedures.

Ability: Ability to train and supervise staff. Ability to prioritize multiple tasks, and deal effectively with interruptions to meet deadlines, often under considerable time pressure. Ability to communicate complex issues clearly and effectively. Ability to interact effectively, tactfully, and with considerable discretion with a wide variety of individuals and to diffuse stressful situations. Ability

*Town of Brookline, MA
Assistant Town Clerk
Revised 6/2021*

7.B.

to develop and implement guidelines, procedures, and policies. Ability to analyze and solve problems. Ability to create and edit written materials. Ability to use discretion when dealing with confidential information.

Skill: Excellent organizational and communication skills. Excellent customer service skills. Skill in all of the above references methodologies, equipment, and systems.

Physical Requirements:

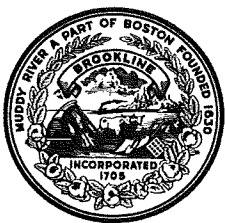
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions

Minimal physical effort is required to perform work under typical office conditions. Position requires the ability to operate a keyboard for extended periods of time. Occasionally required to stand and walk. Position requires the ability to view computer screens for an extended period of time. Position requires fully correctable vision and hearing. Must be able to communicate verbally.

(This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.)

*Town of Brookline, MA
Assistant Town Clerk
Revised 6/2021*

4



TOWN of BROOKLINE
Massachusetts

**FIRE DEPARTMENT
HEADQUARTERS
PUBLIC SAFETY BUILDING**

John F. Sullivan
Chief of Department

350 Washington Street
PO Box 470557
Brookline MA 02447-0557
Tel: 617-730-2272
Fax: 617-730-2391
www.brooklinema.gov

To: Select Board

From: John F. Sullivan, Fire Chief / EMD

Subject: Authorization to Hire

Date: June 18, 2021

Dear Select Board Members,

The Brookline Fire Department will have one (1) vacancy in the position of Fire Lieutenant due to the upcoming superannuation retirement of Lt. Roy D. Crossley after 36.5 years of distinguished service to the Town of Brookline.

I respectfully request authorization to hire to fill this vacancy as soon as possible from the current Civil Service eligibility list for this rank established on 3/1/2021.

Respectfully submitted,

John F. Sullivan



Town of Brookline Massachusetts

Authorization To Hire Request Form

1. Position **TITLE:** Lieutenant Grade: _____
2. Department: Fire Division: Suppression
3. Position Control #: 220000027 Prior Incumbent: R. Crossley

a. Reason for Leaving: Retirement

4. Budgetary Information:

Department Code: 2200 Budget Code: 22002020 % 100

☐ Grant Funded-Name of Grant: _____ ☐ Revolving Fund ☐ Enterprise Fund

6. Employment Type:

☒ Full-Time: # of hours/week: 42 ☐ Part-Time: # of hours/week: _____

☒ Permanent ☐ Temporary: expected end date (required) ____/____/____

7. Method of Fill:

☒ Promotion – To be Posted Internally from: ____/____/____ to ____/____/____

☐ New Hire ☐ Transfer – Please explain: _____

8. List the top three essential functions of this position:

1. Supervision of company assets and personnel
2. Response and mitigation of emergency calls
3. Maintaining operational readiness of crew and equipment

9. I have considered the following alternatives to filling this position:

n/a

10. The alternatives are less desirable than new hire action for the following reasons:-continued on reverse side-

Civil service process

Lieutenant

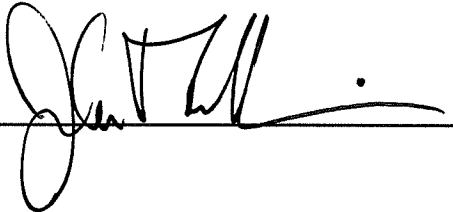
Authorization To Hire Request Form

11. Suggested sources for specialized recruitment advertising: (other than local papers)

n/a

12. Please attach the current position description.

13. Signatures:

Department Head Signature:		Date:	6/18/21
Human Resources Director:		Date:	
Town Administrator:		Date:	

14. Approvals:

Date on BOS Agenda:		Date Approved:	
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15. Notes:



Town of Brookline

Massachusetts

Authorization To Hire Request Form

1. Position **TITLE**: _____ Grade: _____

2. Department: _____ Division: _____

3. Position Control #: _____ Prior Incumbent: _____

a. Reason for Leaving: _____

4. Budgetary Information:

Department Code: ____ Budget Code: _____ % _____

☐ Grant Funded-Name of Grant: _____ ☐ Revolving Fund ☐ Enterprise Fund

6. Employment Type:

☐ Full-Time: # of hours/week: _____ ☐ Part-Time: # of hours/week: _____

☐ Permanent ☐ Temporary: expected end date (required) ____/____/____

7. Method of Fill:

☐ Promotion – To be Posted Internally from: ____/____/____ to ____/____/____

☐ New Hire ☐ Transfer – Please explain: _____

8. List the top three essential functions of this position:

1. _____

–

2. _____

–

3. _____

–

9. I have considered the following alternatives to filling this position:

10. The alternatives are less desirable than new hire action for the following reasons:-continued on reverse side-

Authorization To Hire Request Form

11. Suggested sources for specialized recruitment advertising: (other than local papers)

12. Please attach the current position description.

13. Signatures:

Department Head Signature: _____	Date: _____
Human Resources Director: _____	Date: _____
Town Administrator: _____	Date: _____

14. Approvals:

Date on BOS Agenda: _____	Date Approved: _____
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15. Notes:

IT Operations Director

Grade T-15

Position Purpose:

A hands-on technical director. Managerial and technical work in connection with all Town and School IT applications, infrastructure and services; provides day-to-day planning, management and technical direction needed to ensure that the IT department provides quality and secure services and support to all user departments in the Town and Schools, and to the public at large; all other related work as required.

Supervision:

Supervision Scope: Performs managerial and technical duties requiring a high level of initiative, creativity and independent judgment in planning for, management and support of the Town and School's IT systems and services.

Supervision Received: Works under the general supervision of the Chief Information Officer. Once priorities are set, works with considerable latitude for independent judgment and action.

Supervision Given: Has direct day-to-day supervisory responsibility for IT virtual team staff along with interns and consultants as required. Develop project plans, assigns tasks and monitors results. Work collaboratively with Digital Services Manager, Networks Operations Manager, and Service Desk manager. Provides input into hiring, firing and disciplinary actions of staff.

Job Environment:

Work is performed under typical office conditions; work environment is moderately quiet. Incumbent may be contacted at home at any time to respond to important situations, emergencies and items requiring immediate attention.

Makes regular contacts with other Town and School departments and employees; makes frequent contacts with vendors supplying software, hardware, supplies, and other services or products.

Has access to confidential information.

Errors could result in substantial confusion and delay, loss or mismanagement of information, loss of time to correct errors, possible financial loss to the town, and may have legal repercussions.

Essential Functions:

(The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

1. Managerial

Assists the CIO in developing IT strategy, vision and goals for the entire organization.

Assists the CIO in developing the IT department's budget.

*Town of Brookline, Massachusetts
IT Operations Director
Revised June 2021
Page 1*

7.D.

Provides hands on day-to-day leadership and technical management to IT operations.

Oversees and manages virtual teams such as the IT security virtual team. Virtual teams change over time depending upon the needs of the department and the priority of the organization. Manages, guides, and develops IT staff. Assigns, schedules, delegates work to subordinate managers and staff, reviews work by subordinates and monitors results; prepares progress reports to inform management of status of projects.

Responsible for the establishment of policy guidelines, standards and goals for the organization and interprets policies, purposes, and goals of organization to subordinates.

Plans, coordinates and schedules investigations, feasibility studies and surveys of proposed and existing IT applications, services, and infrastructure.

Develops long-range and short-range plans and schedules for the acquisition and installation of, and for the transition from existing to new IT applications, services, and infrastructure.

Consults with department heads to determine information requirements; determines boundaries and priorities of new projects and discusses and researches system capacity needs and equipment acquisitions; consults with various vendors to define applications; confers with departments involved with proposed projects to ensure cooperation and further defines nature of projects. Builds strong relationships with user departments.

Fosters collaboration among three IT functional groups.

Tracks and communicates virtual teams and project successes, shortcomings, risks, deliverables, and timelines.

Devises and executes effective communication plans for ongoing projects/services and activities.

2. Technical

Leads the IT virtual security program team.

Defines, Scopes, Creates and executes IT and Data Security strategies enhancing the reliability and security of the IT systems, projects and underlying data.

Oversees, plans and executes necessary vulnerability audits, patching, penetration testing or forensic IT audits and investigations. Ensures that outputs improve your organization's IT Security.

Oversees integration of new IT Systems Development with the organization's overall IT, Data and Information Security policies.

7.D.

Ensures compliance with any related legislation, such as the Data Protection Act, ISO standards or relevant government regulations.

Works with the Network Operations manager to ensure network security with the Networks team

Manage disaster and emergency recovery plans

Provides hands-on daily leadership of IT operations and all services.

Develops various support models of systems not directly managed by IT however runs on the IT networks and coordinates the monitoring, management and support of these systems.

Prepares and solicits proposals for IT services, applications and infrastructure solutions, and reviews feasibility studies or proposals. Writes technical specifications if needed.

Coordinates or performs troubleshooting activities on applications, services and infrastructure; works to resolve problems; contracts with management specialists, technical personnel, or vendors to solve problems.

Manages and supervises enterprise IT application, service and infrastructure implementations.

Coordinates, facilitates, supervises and implements the integration between various IT systems.

Responsible for improving the expertise of the user community by coordinating or providing proper system support and training.

Makes recommendations to management regarding desirable additions or replacements of IT applications, services and infrastructure.

Keeps abreast of changes and new developments in IT systems.

Performs similar or related work as required or as situation dictates.

Recommended Minimum Qualifications:

Education and Experience:

Bachelor's Degree in business management, computer science, GIS or other related fields; Master's degree preferred. Ten years of experience in computer system planning and administration, programming, web development, IT operations management, cyber security, network operations, IT project management, database management or related skills, including at least five years as a supervisor. Experience in IT Security and compliance, operations and network services, and application development. Experience in ITSM systems or equivalent combination of education and experience.

*Town of Brookline, Massachusetts
IT Operations Director
Revised June 2021
Page 3*

Additional Requirements:

A valid driver's license.

Knowledge, Ability and Skill:

Knowledge: Thorough knowledge of contemporary IT operations and cyber security. Practical knowledge of general business principles and practices. Working knowledge of the organization and operation of Town and School departments. Extensive working knowledge of various IT applications, systems, services and infrastructure, and all related computer functions. Extensive working knowledge of cyber security.

Ability: Ability to give clear instructions and to communicate effectively, orally and in writing. Ability to effectively supervise staff and manage virtual teams. Ability to develop schedules and long-range/short range plans to achieve stated goals. Ability to prepare and analyze complex reports. Ability to maintain efficient and effective automated systems. Ability to develop simple software programs. Ability to install and troubleshoot all systems.

Skill: Skill in the operation of contemporary IT systems, applications, and cyber security. Proven administrative and organizational skills. Strong project management skills. Budgetary skills.

Physical Requirements:

(The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.)

Tasks may involve extended periods of time at a keyboard or workstation and on the telephone. Vision and hearing at, or correctable to normal ranges is necessary. Must be able to communicate verbally. Requires the ability to operate, maneuver and/or control the actions of equipment, machinery, tools, and/or materials used in performing essential functions. Ability to manipulate light to medium weights of 10 – 15 pounds. Requires good hand-eye coordination, arm, hand and finger dexterity, and visual acuity to read technical information.

(This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.)



Town of Brookline

Massachusetts

Authorization To Hire Request Form

1. Position **TITLE:** Assistant Assessor-Residential/Commercial Grade: T-9
2. Department: Finance Division: Assessing
3. Position Control #: _____ Prior Incumbent: New
 - a. Reason for Leaving: _____
4. Budgetary Information:

Department Code: 15001 Budget Code: 1500-1570-510101 % 100

☐ Grant Funded-Name of Grant: _____ ☐ Revolving Fund ☐ Enterprise Fund
6. Employment Type:

☒ Full-Time: # of hours/week: 37.5 ☐ Part-Time: # of hours/week: _____

☐ Permanent ☐ Temporary: expected end date (required) ____/____/____
7. Method of Fill:

☐ Promotion – To be Posted Internally from: ____/____/____ to ____/____/____

☐ New Hire ☐ Transfer – Please explain: _____
8. List the top three essential functions of this position:
 1. Assist Chief Assessor and Deputy Chief in valuation of all property classes.
 2. Conduct on-site inspections of properties for assessment purposes.
 3. assist taxpayers in understanding assessment administration and procedures.
9. I have considered the following alternatives to filling this position:

Outsourcing is an option ut not desirable due to the knowledge needed of Brookline's property tax

base and the prevailing real estate market conditions.
10. The alternatives are less desirable than new hire action for the following reasons:-continued on reverse side-

Requires knowledge of local property, markets, Town assessment systems and practices.

Familiarity with all parties involved in the process.

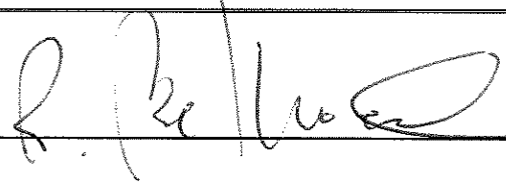
Authorization To Hire Request Form

11. Suggested sources for specialized recruitment advertising: (other than local papers)

Human Resources will work closely with the department to post the position widely with recruiting websites and multiple targeted affinity group job boards, professional groups and diversity recruiting sites.

12. Please attach the current position description.

13. Signatures:

Department Head Signature:		Date:	6/24/21
Human Resources Director:		Date:	
Town Administrator:		Date:	

14. Approvals:

Date on BOS Agenda:		Date Approved:	
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15. Notes:



Town of Brookline

Massachusetts

Authorization To Hire Request Form

1. Position **TITLE:** Deputy Chief Assessor Grade: T-12
2. Department: Finance Division: Assessing
3. Position Control #: _____ Prior Incumbent: Rachid Belhocine
 - a. Reason for Leaving: Promoted
4. Budgetary Information:

Department Code: 15001 Budget Code: 1500-1570-510101 % 100

☐ Grant Funded-Name of Grant: _____ ☐ Revolving Fund ☐ Enterprise Fund
6. Employment Type:

☒ Full-Time: # of hours/week: 37.5 ☐ Part-Time: # of hours/week: _____

☐ Permanent ☐ Temporary: expected end date (required) ____/____/____
7. Method of Fill:

☐ Promotion – To be Posted Internally from: ____/____/____ to ____/____/____

☐ New Hire ☐ Transfer – Please explain: _____
8. List the top three essential functions of this position:
 1. Responsible for valuation of commercial, industrial, mixed-use and apartment property.
 2. Responsible for the quarterly billing of Real Estate and Personal Property
 3. Represent the Town on appeals before the appellate Tax Board.
9. I have considered the following alternatives to filling this position:

Outsourcing is an option ut not desirable due to the knowledge needed of Brookline's property tax

base and the prevailing real estate market conditions.
10. The alternatives are less desirable than new hire action for the following reasons:-continued on reverse side-

Requires knowledge of local property, markets, Town assessment systems and practices.

Familiarity with all parties involved in the process.

Deputy Chief Assessor

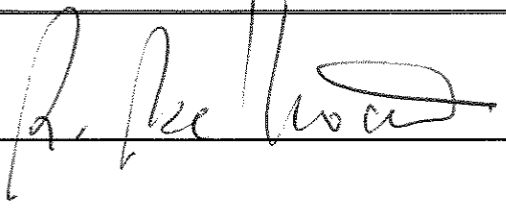
Authorization To Hire Request Form

11. Suggested sources for specialized recruitment advertising: (other than local papers)

Human Resources will work closely with the department to post the position widely with recruiting websites and multiple targeted affinity group job boards, professional groups and diversity recruiting sites.

12. Please attach the current position description.

13. Signatures:

Department Head Signature: 	Date: 6/24/21
Human Resources Director: _____	Date: _____
Town Administrator: _____	Date: _____

14. Approvals:

Date on BOS Agenda: _____	Date Approved: _____
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15. Notes:



Town of Brookline

Massachusetts

**Department of Planning and
Community Development**

Town Hall, 3rd Floor
333 Washington Street
Brookline, MA 02445-6899
(617) 730-2130 Fax (617) 730-2442

**Alison Steinfeld
Director**

TO: Select Board

FROM: Joe Viola, Assistant Director for Community Planning

DATE: 6/17/21

SUBJECT: Bluebikes – Notice of Renewal

Per the May 19, 2017, Bike Share Agreement executed by the Town of Brookline and Motivate Massachusetts, LLC, (now Lyft Bikes and Scooters, or LBS), the initial term of the Agreement will lapse on April 1, 2022. Also per the Agreement, the Town is required to provide LBS with nine (9) months' advance written notice of its intent to renew the Agreement with LBS to act as the System Operator. We must provide this notice no later than July 1, 2021.

We recommend that the Town notify LBS Town of its intent to renew the Agreement for a two (2) year renewal term. Renewal of the agreement would allow LBS to continue to act as the Bluebikes System Operator. Town Counsel has advised that the Select Board take a formal vote to issue this letter even though the renewal will not occur until next year and will require another vote of the Board at that time.

In advance of renewal, the Town of Brookline and the Cities of Boston, Cambridge, Everett and Somerville will complete an evaluation of LBS' performance as the Bluebikes System Operator, which could lead to amendments to the existing Agreement. Any change to the terms of the Agreement would be voted on by the Board at a later date.

We ask the Board take the following vote:

Question of authorizing the Chair to sign a letter on behalf of the Town to Lyft Bikes and Scooters (LBS) notifying the company of the Town's intent to renew an Agreement initially executed on May 19, 2017 for a term of two (2) additional years beyond the lapse of the Agreement on April 1, 2022.



Town of Brookline

Massachusetts

July 1, 2021

Dominick Tribone
Lyft Bikes and Scooters
18 Dorrance Street
Boston, MA 02129
Re: Contract Renewal

Dear Mr. Tribone,

Per the May 19, 2017, Bike Share Agreement executed by the Town of Brookline and Motivate Massachusetts, LLC, (now Lyft Bikes and Scooters, or LBS), the initial term of the Agreement will lapse on April 1, 2022. In advance of that date, the Town of Brookline is required (along with the Cities of Boston, Cambridge, Everett and Somerville) to evaluate the performance of LBS as the System Operator and to determine whether a renewal is beneficial to the Town.

During the evaluation process -- and as part of its consideration for renewal -- the Town hopes to discuss with LBS the potential actions the operator will take to secure sponsorships that will support the system's continued expansion and operations, which also affects overall system reliability. Specifically, the Town would like to discuss LBS' future approach to securing Secondary Sponsorships and other potential funding strategies that could deliver a more predictable revenue stream to defray the Town's operating expenses; provide seed money for future expansion; and fund State of Good Repair initiatives.

Per the Agreement, the Town is required to provide Motivate nine (9) months' advance written notice of renewal. At this time, the Town intends to renew the Agreement for a two (2) year renewal term, subject to LBS' demonstration that strategies will be employed to increase revenues needed to secure Brookline's ongoing participation in the bike share program.

We thank LBS for all of your efforts over the past four years to ensure that Brookline residents and Bluebikes riders region-wide have had access to a high quality, reliable bike share system.

Sincerely,

Heather Hamilton, Chair

Brookline Select Board



BROOKLINE FIRE DEPARTMENT
Town of Brookline Massachusetts

FIRE DEPARTMENT
HEADQUARTERS

John F. Sullivan
Chief of Department
Emergency Management Director

350 Washington Street
PO Box 470557
Brookline MA 02447-0557
Tel: 617-730-2272
Fax: 617-730-2391
www.brooklinema.gov

June 23, 2021

To: Melvin Kleckner, Town Administrator
From: John F. Sullivan, Fire Chief / EMD
Re: CIP Contract approval

Dear Mel,

Through you, I am seeking approval of a contract (>100K) between the Town/Fire Department and Purvis Systems in relation to the 2021 CIP's Station Alerting System replacement project. As you recall, our current antiquated station alerting system (Zetron) has been fraught with age-related problems and our service contract was discontinued by the manufacturer in December 2019. The Department considered multiple vendors in our review process and have chosen this well-established product as our preferred vendor. Purvis Systems has a stellar reputation in the industry for its products integrity and their customer service, and is being used in departments large and small nationwide, including Boston locally.

The Department in consultation with our Communications Director, Buildings, Purchasing, IT and Town Counsel have reviewed the attached documents as well as those of the two subcontractors (Larimore and Lan-Tel) to hopefully complete the installation this fall. These systems/components can be easily integrated into any future renovations that are being contemplated for our fire stations.

If the CIP budget allows, we would be seeking an additional contract with Purvis for an additional 7K-10K worth of equipment to upgrade our FD communications capabilities at the EOC as part of that build-out project.

Thank you,

John F. Sullivan, Fire Chief / Emergency Management Director

STATEMENT OF WORK (SOW)

PURVIS FIRE STATION ALERTING SYSTEM

FOR THE TOWN OF BROOKLINE

1.0 Scope

The Town of Brookline's Fire Department (BFD) seeks the purchase, configuration and implementation of an IP-based PURVIS Fire Station Alerting System™ (PURVIS FSAS™). This system must interface with the Town of Brookline's Larimore Computer Aided Dispatch (CAD) System at the Town's Dispatch Center utilizing the Larimore Associates supplied interface from the Larimore CAD system to the PURVIS FSAS Application Programming Interface (API). The Town is responsible for purchasing this interface from Larimore Associates and the interface is not included in PURVIS's quote or SOW. With this interface in place, the PURVIS FSAS must automatically transmit incident detail from the CAD system via automated voice announcements over the Town of Brookline's existing radio system and to Town of Brookline fire stations via the Town's existing IP network. The project includes the purchase and implementation of PURVIS FSAS central equipment for the Dispatch Center as well as the purchase and implementation of PURVIS FSAS fire station based control and alerting equipment for Town of Brookline fire stations. The project does not include the installation of the PURVIS FSAS.

2.0 Task Description

The scope and tasks identified in this statement of work represent the complete PURVIS FSAS implementation for the Brookline Fire Department. PURVIS will provide the BFD with the PURVIS Fire Station Alerting System and the PURVIS Team will perform the following tasks in support of the system implementation:

Task A. FSAS Procurement, Assembly, and Configuration

PURVIS will procure, assemble, and configure the PURVIS FSAS dispatch and station equipment for the Brookline Fire Department. All system design and software components will be based on the current PURVIS FSAS. No new custom software development or new software functionality is included with this implementation.

As part of the project planning phase, PURVIS will work with the Brookline Fire Department to define a System Configuration Document and a Network Configuration Document. These two documents define the BFD's technical and operational details that will be used by the PURVIS Engineering organization to develop, configure and test the requirements of the Brookline Fire Department.

Following project start and as part of the implementation phase project kickoff, PURVIS will work with BFD to collect the information required to complete the two configuration documents. The customer's input for these documents is crucial, since incorrect or incomplete information may potentially impact the project's resources and schedule.

PURVIS will configure the PURVIS FSAS Central Servers, DM Console and the Station Control Units to meet the System Technical Requirements provided below.

SYSTEM TECHNICAL REQUIREMENTS

The following PURVIS FSAS components are required for the Brookline Fire Department at the Dispatch Center:

1. PURVIS FSAS Central Server (Qty 2)

- a. The delivered system includes two (2) Central Servers at the Dispatch Center. The servers maintain a central repository of all configuration and connection information. Additionally, the Central Servers are responsible for maintaining communication with all critical PURVIS FSAS software and hardware components. As such, the PURVIS FSAS continuously communicates with the Larimore CAD server via the PURVIS API, with the PURVIS FSAS DM Consoles, and with the PURVIS FSAS Station Control Units.

2. PURVIS FSAS Dispatch Management Console (Qty 1)

- a. The PURVIS FSAS DM Console Software is a permissions-based application that continually communicates with the Central Server(s) and provides the ability to manage, control, test, monitor, and configure the PURVIS FSAS. The delivered system for the Brookline Fire Department includes one (1) DM Console and software licenses for the Dispatch Center.

3. Radio Interface Unit (Qty 1)

- a. The delivered PURVIS FSAS includes one (1) PURVIS FSAS Radio Interface Unit.

The RIU will broadcast automated voice announcements over up to two (2) talk groups or channels on the existing Town of Brookline radio system. The Town has no requirements for the PURVIS FSAS to generate and/or transmit tones on the Town of Brookline's radio system.

The PURVIS FSAS RIU is rack-mountable device that connects the PURVIS FSAS Central Server with the Town of Brookline's radio system. The PURVIS FSAS RIU can connect to VHF, UHF, 700MHz, 800MHz, and P25 radio systems. The PURVIS FSAS RIU must be installed within 25 feet of the radio(s) that it connects with.

The PURVIS FSAS RIU will connect with the existing radio system through a Town-supplied dedicated radio for each channel or talk group that the system will alert over. The radio must have an auxiliary microphone input, an auxiliary speaker output, and an auxiliary PTT input that supports dry contact closure. For the PURVIS FSAS to detect that the radio channel/talk group is busy, the radio must have a dry contact closure output. We prefer radios that also have a separate dry contact closure that provides confirmation to the PURVIS FSAS that the FSAS has control of the channel/talk group when transmitting.

The following PURVIS FSAS components are required for the Brookline Fire Department at the BFD fire stations:

1. PURVIS FSAS Station Control Unit (Qty 6)
 - a. The delivered system includes one (1) PURVIS FSAS Station Control Unit at each of the 5 BFD Fire Stations and one (1) in the Training Center. The PURVIS FSAS SCU receives incidents/alerts and activates all appropriate station electronics, as well as playing tones and messages over the station speakers.
2. PURVIS FSAS Station Hardware:
 - a. The delivered system includes wall mount hardware and audio and visual alerting electronics that are identified in PURVIS Quote No. PC2021-092r1. The specific quantities and locations of the alerting devices have been defined by the Brookline Fire Department as identified in the quote and in the fire station drawings identified in Brookline FSAS Drawings RevC.

Task B. System Testing.

PURVIS will be responsible for the conduct of system integration, verification and validation testing. As part of this testing, PURVIS will prepare an overall Acceptance Test Plan that will document these activities and document the Functional Acceptance Testing. PURVIS will update existing PURVIS FSAS test scripts to reflect the BFD FSAS configuration.

PURVIS will also conduct Functional Acceptance Testing, with Brookline Fire Department personnel witnessing this test. PURVIS FSAS Test Scripts will be used as the basis of the Functional Acceptance Testing. Successful completion of Acceptance Testing will constitute system acceptance.

Task C. Project Management Services.

PURVIS will provide project management services in support of the procurement, assembly, configuration, testing, and integration of the PURVIS FSAS into the Brookline Fire Department's Dispatch Center and at BFD's fire stations.

PURVIS will provide services to coordinate, lead, monitor and report all project activities. Services include scheduling, status reporting, coordinating activities of vendors, identifying the Brookline Fire Department and other agency dependencies, and ensuring completion and acceptance of all activities.

PURVIS will participate in regularly scheduled status meetings/conference calls with BFD. Meeting participants will include, at minimum, the BFD Project Manager and PURVIS Project Manager as well as required individuals based on the agenda items defined for that specific meeting.

PURVIS will provide a project status report every other week that will include:

- Progress against schedule
- Key accomplishments for the reporting period
- Short-term upcoming tasks/activities
- Identification of project risks and mitigation options
- Open and closed action item lists.

Task D. Training.

In support of the FSAS implementation, the PURVIS Team will provide the following training:

- Training for Dispatchers, Supervisors, Systems Administrators and Fire Personnel. The training below will be provided in a "train the trainer" format for up to ten (10) personnel.
 - FSAS Familiarization Training (approximately 30 minutes).
 - FSAS DM Console Training (approximately 30 minutes).
 - FSAS Station Control Unit (approximately 30 minutes).

Task E. Warranty/Maintenance.

PURVIS will provide a Remote Warranty on all hardware and software for a period of one year from final system acceptance by the Brookline Fire Department. Warranty services will be provided in accordance with the PURVIS FSAS Warranty and Service Agreement.

Upon the expiration of the initial one-year Warranty period, Annual Maintenance may be purchased as an option that may be renewed each year.

3.0 Project Schedule

PURVIS will work with the BFD to mutually develop a comprehensive implementation schedule as part of the project kickoff activities.

The project schedule will be monitored weekly, formally updated with any required changes, and distributed on a monthly basis to all project team members.

4.0 Assumptions

The scope of this SOW is limited to the equipment, software and documentation identified within the SOW. Requests to procure and/or modify any additional equipment, software and/or documentation will be considered out of scope.

Brookline Fire Department's Role

In order for PURVIS to fulfill project requirements and avoid delays, the Brookline Fire Department will perform the following:

Brookline Fire Department

- Assign a primary point of contact for the project.
- Key project team members will participate in regularly scheduled project meetings.
- Ensure PURVIS has timely access to all necessary physical locations during the project. Communicate all project activities to dispatch and station personnel.
- Make dispatch and fire station operational personnel available to provide operational data necessary for system configuration.
- Make personnel available to approve recommended acceptance test procedures and to participate in the execution of these procedures.
- Provide approval of all PURVIS documentation within 10 working days of delivery.

Hardware Requirements

- Provide 1U of 19" rack space with a depth of 30" at the Dispatch Center for each Central Server.
- Provide 12" x 30" of desktop space at the Dispatch Center for each DM Console PC workstation.
- Provide 1U of rack space with a depth of 24" for each RIU.
- Provide UPS backup power and surge protected circuits to the Central Servers and DM Consoles.

- The following FSAS hardware will be installed by the Town's installer in the PURVIS supplied station equipment rack:

Item	Power Requirements	Environment Requirements	
		Space Requirements	Other Requirements
Station Control Unit	Input: 120VAC, 20 Amp outlet. Power will be supplied from the PURVIS provided UPS.	Rack Mounted - 3U of 19" rack space, depth of 24".	To ensure system longevity and reliability, the SCU operating temperature is 32° F to 100° F
Remote Touch Screen (RTS) Video Distribution	Input: 120VAC, 15 Amp outlet. Power will be supplied from the PURVIS provided UPS.	Dimensions: 3.5x3.1x1.2 in Weight: 1.2 lbs.	To ensure system longevity and reliability, the operating temperature range is 32° F to 100° F.
24 Port Unmanaged Network Switch	Input: 120VAC, 15 Amp outlet. Power will be supplied from the PURVIS provided UPS.	Rack Mounted - 1U of 19" rack space, depth of 16".	To ensure system longevity and reliability, the operating temperature range is 32° F to 100° F.
Audio/Relay Expansion Module (ARXM)	Input: 120VAC, 15 Amp outlet per ARXM. Power will be supplied from the PURVIS provided UPS.	Rack Mounted - 2U of 19" rack space, depth of 24". Weight: 17.0 lbs.	To ensure system longevity and reliability, the operating temperature range is 32° F to 100° F.
Amplifier 1 Ch (25v/70v) 125w/250w	Input: 120VAC, 15 Amp outlet. Power will be supplied from the PURVIS provided UPS.	Rack Mounted - 2U of 19" rack space. Depth of 20".	To ensure system longevity and reliability, the operating temperature range is 32° F to 100° F.
Message Board WAN Gateway	Input: 120VAC, 15 Amp outlet. Power will be supplied from the PURVIS provided UPS.	Dimensions: 5.32x5.32x1.11 in Weight: 12.9 oz.	To ensure system longevity and reliability, the operating temperature range is 32° F to 100° F.
8 Port Unmanaged Message Board Switch	Input: 120VAC, 15 Amp outlet. Power will be supplied from the PURVIS provided UPS.	Rack Mounted - 1U of 19" rack space, depth of 16".	To ensure system longevity and reliability, the operating

			temperature range is 32° F to 100° F.
Power Strip – Rack Mount	Input: 120VAC, 20 Amp outlet. Power will be supplied from the PURVIS provided UPS.	Rack Mounted - 1U of 19” rack space.	To ensure system longevity and reliability, the operating temperature range is 32° F to 100° F.
Uninterruptible Power Supply	Input: A single dedicated 120V, 20AMP circuit in the fire station with a minimum of one outlet. Power termination shall be located within 6 feet of the PURVIS FSAS UPS in the station.	Rack Mounted - 2U of 19” rack space. Depth of 20”. Weight: 58 lbs	To ensure system longevity and reliability, the operating temperature range is 32° F to 100° F.

Power Requirements

- Provide all 120VAC power for the FSAS devices as identified below:
 - a. Provide one 120V, 20AMP circuit with a minimum of eight (8) outlets powered by the Brookline Fire Department provided Uninterruptible Power Supply (UPS) at the Dispatch Center. Outlets will be located within 6 feet of the location of the hardware install location.
 - b. The Town will provide one 120V, 20AMP dedicated circuit at each fire station for the FSAS Uninterruptable Power Supply.
 - c. Provide one 120V, 15AMP duplex outlet at the fire station for the PURVIS FSAS Remote Touch Screen and for each Message Board. Outlet will be located within 3 feet of the location of the Touch Screen or Message Board.

Network

- Provide the following firewall changes/additions (within 30 calendar days of project start):
 - Configure firewall ports on the Dispatch Center’s network where the PURVIS FSAS Central Server is installed. These include the following ports:
 - 20100-20150
 - 40100-40150
 - 21,22,23,80,443,445,3389,25,587,465,110,995, 1433,5038
- Provide remote access via a browser-based remote login software such as Bomgar to access the Central Server for PURVIS personnel (within 30 calendar days of project start).
- Provide routing on the Dispatch Center’s network to the Central Servers, the FSAS Dispatch Management Consoles and the station SCUs (within 30 calendar days of project start). Network routing between the Dispatch Center and the BFD Fire Stations shall be designed, implemented and tested by the **Town of Brookline**.

- The bandwidth required from the FSAS Central Servers to the FSAS Station Control Units (SCU) are minimal, with a compressed incident message size of around 1200-1300 bytes. A connection in excess of 5-10KB/s is required. For software updates and maintenance over the network, a bandwidth in excess of 1Mb/s is recommended, but not required
- Provide the static WAN IP addresses as required for the FSAS Central Servers, FSAS DM Console, and each station's SCU and Message Board WAN Gateway.
- Provide an Ethernet TCP/IP based physical connection for the FSAS Central Servers, FSAS DM Console, Radio Interface Unit, Station Control Units, and Message Board WAN Gateways.
- Implement firewalls as required for FSAS at both the Dispatch Center and Fire Stations. Any hardware, software and services required to implement the firewalls are the responsibility of the **Town of Brookline**.
- Provide two (2) Ethernet network switch connection ports at each fire station for the PURVIS FSAS SCU and the Message Board WAN Gateway.
- Provide PURVIS with remote access to the FSAS via a browser-based remote login software such as Bomgar.
- Time sync the FSAS Central Servers.
- Provide a point of contact available 24/7/365 for WAN support.
- Provide a valid email user account and access to an email server to allow support emails to be generated.

Central Server

- Create and provide user accounts with administrator privileges (within 30 calendar days of project start).
- Identify Brookline Fire Department security software and policies, if required (within 15 calendar days of project start).
- The delivered new server hardware will have the latest Windows software patch updates at time of shipping. BFD is responsible for any ongoing Windows patch updates.
- Setup e-mail configurations/accounts for FSAS (within 30 calendar days of project start).
- Provide redundant switches to accommodate server teamed network connections (within 45 calendar days of project start).
- Provide time sync server information to the Central Servers (within 45 calendar days of project start).

CAD Interfaces

- Larimore Associates will supply an interface from the Larimore CAD to the PURVIS FSAS API. PURVIS is not responsible for any fees that Larimore Associates may assess the BFD for the interface or to support CAD testing efforts. The date of final FSAS cutover will be dependent on the delivery of the CAD interface from Larimore Associates.
- Provide electronic copy of CAD Unit and Unit Incident Data within 30 calendar days of project start.
- Provide access to a test / training CAD (or other CAD vendor server if test / training CAD not available) for the purposes of PURVIS integration testing. This includes the ability to login to the test / training CAD to generate test runs through FSAS.

- Use PURVIS FSAS management tools to adjust text to speech pronunciation of addresses.
- Use PURVIS FSAS management tools to maintain CAD Unit and Incident Data.
- Due to the tight integration schedule between the CAD System and the PURVIS FSAS, during implementation and during the lifecycle of systems, the Brookline Fire Department will coordinate scheduling of modifications of the CAD system with PURVIS.

Radio

- Provide 1U of rack space with a depth of 24” for each RIU installation.
- Provide access to radio equipment maintenance and support personnel to ensure quick and seamless integration efforts within 10 working days of project start.
- Provide one dedicated radio for each talk group or channel that the system will alert over (up to 2). The radios must be within 25 feet of the RIU. The radio must have an auxiliary microphone input, an auxiliary speaker output, and an auxiliary PTT input that supports dry contact closure. For the PURVIS FSAS to detect that the radio channel/talk group is busy, the radio must have a dry contact closure output. PURVIS prefers radios that also have a separate dry contact closure that provides confirmation to the PURVIS FSAS that the PURVIS FSAS has control of the channel/talk group when transmitting.
- Perform all radio or console programming changes required to support the PURVIS FSAS. This includes channel/talk group and any other custom configurations. PURVIS will provide guidance in programming.
- Maintain all radio equipment required for PURVIS FSAS communications. This includes preventive maintenance, signal strength, issues resolution, software updates and other support.
- Provide a single point of contact for all radio related issues.
- PURVIS is not responsible for resolving any radio reception / coverage issues.

E-mail Notifications

- Supply the contact information for the individuals to be notified of system trouble via auto-generated email notifications (within 30 calendar days of project start).

Training

- Ensure all personnel scheduled for training are present at schedule time(s).

System Installation

- The physical installation of the PURVIS FSAS in the Town of Brookline is the responsibility of the Town. This includes:
 - a. Supplying, pulling, and installing all required cables, junction boxes, conduit, etc.
 - b. Mounting and installing all PURVIS and Town supplied hardware
 - c. Performing all cable terminations and cable connections to the FSAS equipment
 - d. Performing system testing and cutover of installed station equipment
- PURVIS will provide installation training and installation support to the Town’s designated installation provider.

Warranty/Maintenance

- Provide PURVIS with remote access to the PURVIS FSAS via VPN tunnel or secure Bomgar.
- PURVIS will provide remote warranty services. The Town will perform on-site service.
- The Town of Brookline will designate a single point of contact as the person to contact the PURVIS help desk to request service and to request Town of Brookline personnel for troubleshooting or on-site repair services.

5.0 System Acceptance

System Acceptance will be based on successful execution of the Functional Acceptance Testing using the FSAS Test Scripts provided by PURVIS. Successful execution is defined as tests that are run with no major system problems identified. Major system problems are problems which prevent dispatches from being announced over the correct radio channel.

6.0 Customer Acknowledgement

I acknowledge that I have read, and understand, the Statement of Work, and all Project Assumptions.

Name

Signature

Date

HGACBuy		CONTRACT PRICING WORKSHEET For Catalog & Price Sheet Type Purchases		Contract No.:	EC07-20	Date Prepared:	5/4/2021
This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.							
Buying Agency:	Town of Brookline			Contractor:	PURVIS Systems Incorporated		
Contact Person:	John Sullivan			Prepared By:	Michelle Craft		
Phone:	617-730-2035			Phone:	401-845-8401		
Fax:				Fax:	401-849-0121		
Email:	jsullivan@brooklinema.gov			Email:	mcraft@purvis.com		
Catalog / Price Sheet Name:	PURVIS Systems Incorporated, Fire Station Alerting System (FSAS)						
General Description of Product/ Product Code	Fire Station Alerting System Components						
A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary							
Quan	Description				Unit Pr	Total	
2	315-010100-131 - Central Server				\$5,975.00	\$11,950.00	
1	315-020104-131 - Dispatch Management (DM) Console				\$1,795.00	\$1,795.00	
1	315-320003-131-2 - Radio Interface Unit (RIU) Two (2) Audio Channel - 1U				\$3,865.00	\$3,865.00	
2	315-321002-131 - RIU to Motorola Radio Cable - 1 Ch				\$315.00	\$630.00	
6	315-030004-131-NN - Station Control Unit (SCU) - No Screen				\$17,500.00	\$105,000.00	
5	315-250005-131 - SCU Remote Touch Screen (RTS) - 22"				\$605.00	\$3,025.00	
5	315-250300-131 - Remote Touch Screen Video Distribution - VGA TX/RX				\$410.00	\$2,050.00	
5	315-250100-131 - Vesa Mount for VGA Receiver				\$50.00	\$250.00	
5	315-190302-131-RTS - Wall Mounting Bracket, Tilt, RTS Monitor				\$25.00	\$125.00	
5	315-250202-131 - USB Extender, 1-Port				\$105.00	\$525.00	
5	315-032001-131-D - Desktop Microphone				\$230.00	\$1,150.00	
6	315-290005-131-LAN - 24 Port Unmanaged Network Switch				\$225.00	\$1,350.00	
6	315-040308-131 - Uninterruptible Power Supply (UPS) - 2U - Line Interactive 1500VA				\$935.00	\$5,610.00	
5	315-442000-131-4/0 - Audio/Relay Expansion Module (ARXM) 25/70v, 4 Zone/0 Relay				\$2,860.00	\$14,300.00	
7	315-130401-131-SO - Recessed Speaker, 8" (25/70v)				\$65.00	\$455.00	
35	315-141001-131-RW - Recessed Speaker, 8" with Red/White LED Ring (25/70v)				\$300.00	\$10,500.00	
8	315-130360-131 - Recessed Speaker Mount				\$20.00	\$160.00	
34	315-130359-131 - Recessed Speaker Sleeve Bracket				\$40.00	\$1,360.00	
8	315-120401-131 - Surface Speaker, 8" (25/70v)				\$65.00	\$520.00	
16	315-150408-131 - Outdoor/Bay Speaker (25/70v) 15w				\$160.00	\$2,560.00	
1	315-070302-131 - Amplifier 1 Ch (25/70v) 125w				\$875.00	\$875.00	
5	315-070304-131 - Amplifier 1 Ch (25/70v) 250w				\$1,150.00	\$5,750.00	
1	315-110003-131 - Volume Control Switch (25/70v) 100w				\$55.00	\$55.00	
1	315-190000-131-24 - Message Board - 24" Monitor				\$205.00	\$205.00	
5	315-190000-131-32 - Message Board - 32" Monitor				\$595.00	\$2,975.00	
7	315-190000-131-42 - Message Board - 42" Monitor				\$850.00	\$5,950.00	
13	315-540201-131 - Message Board Display Module				\$315.00	\$4,095.00	
12	315-190300-131 - Wall Mounting Bracket, Swing Arm/Tilt, 32" to 55" Monitor				\$60.00	\$720.00	
1	315-190302-131 - Wall Mounting Bracket, Tilt, 22" to 42" Monitor				\$25.00	\$25.00	
6	315-540101-131 - Wireless Access Point - Base Unit (Message Board WAN Gateway)				\$195.00	\$1,170.00	
1	315-290003-131-MB - 8 Port Unmanaged Message Board Switch				\$95.00	\$95.00	
8	315-220001-131 - Red LED Light, 3"				\$80.00	\$640.00	
1	315-280004-131-R - Remote Push Button, Red, 22mm, Illuminated				\$60.00	\$60.00	
12	315-280004-131-B - Remote Push Button, Blue, 22mm, Illuminated				\$60.00	\$720.00	
5	315-010500-131 - Power Strip - Rack Mount				\$115.00	\$575.00	
6	315-380001-100 - 19" Rack 18U - Wall Mount				\$1,005.00	\$6,030.00	
2	315-990000-120 - Central Server FSAS Software License (Perpetual)				\$10,000.00	\$20,000.00	
2	315-990001-120 - Central Server Database Software License (Perpetual)				\$7,535.00	\$15,070.00	
1	315-990100-120 - DM Console Seat License (Perpetual)				\$1,500.00	\$1,500.00	
2	315-990200-120 - PURVIS FSAS API License (Perpetual)				\$5,000.00	\$10,000.00	
8	315-990400-120 - Text-to-Speech (TTS) Voice Module Software License (Perpetual)				\$1,410.00	\$11,280.00	
6	315-990300-120 - Station Control Unit (SCU) FSAS Software License (Perpetual)				\$300.00	\$1,800.00	
Total From Other Sheets, If Any:							
Subtotal A:						\$256,770.00	
B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary (Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)							
Quan	Description				Unit Pr	Total	
						\$0.00	
						\$0.00	
Total From Other Sheets, If Any:							
Subtotal B:						\$0.00	
Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options.				For this transaction the percentage is:		0%	
C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges							
FSAS Implementation Services for Published Equipment at Town of Brookline (Ref PC2021-092r1)						\$94,342.00	
Freight/Shipping & Handling						\$1,035.00	
Sales & Use Tax						\$0.00	
3% Discount (applied to all items except Freight and Tax)						(\$10,533.36)	
Subtotal C:						\$84,843.64	
Delivery Date:				210 Days ARO		D. Total Purchase Price (A+B+C):	
						\$341,613.64	

PURVIS PRICE QUOTATION - Town of Brookline



Tax ID #: 11-2299301

Date: May 4, 2021

Quote #: PC2021-092r1

Agency: Town of Brookline

Address: 350 Washington St
Brookline, MA

Agency POC: John Sullivan, Fire Chief

Phone #: jfsullivan@brooklinema.gov

88 Silva Ln
Middletown, RI 02842
Sales: R. Foster 401-619-2469
Contracts: M Craft 401-845-8401

Task:

The Town of Brookline, MA requests the procurement and implementation the PURVIS Fire Station Alerting System™ (PURVIS FSAS™) at the Dispatch Center, five Fire Stations and one Training Center for the Brookline Fire Department. Pricing assumes that the Town of Brookline will provide the installation services. Please refer the attached "PURVIS FSAS SOW Brookline Dispatch and Fire Stations 5.4.21" for additional details associated with our quote.

Hardware:

Item	PURVIS Part #	Qty	Unit Price	H-GAC Adjusted Unit Price (3% Contract Discount)	Extended Price
Central Server	315-010100-131	2	\$5,975.00	\$5,795.75	\$11,591.50
Dispatch Management (DM) Console	315-020104-131	1	\$1,795.00	\$1,741.15	\$1,741.15
Radio Interface Unit (RIU) Two (2) Audio Channel - 1U	315-320003-131-2	1	\$3,865.00	\$3,749.05	\$3,749.05
RIU to Motorola Radio Cable - 1 Ch	315-321002-131	2	\$315.00	\$305.55	\$611.10
Station Control Unit (SCU) - No Screen	315-030004-131-NN	6	\$17,500.00	\$16,975.00	\$101,850.00
SCU Remote Touch Screen (RTS) - 22"	315-250005-131	5	\$605.00	\$586.85	\$2,934.25
Remote Touch Screen Video Distribution - VGA TX/RX	315-250300-131	5	\$410.00	\$397.70	\$1,988.50
Vesa Mount for VGA Receiver	315-250100-131	5	\$50.00	\$48.50	\$242.50
Wall Mounting Bracket, Tilt, RTS Monitor	315-190302-131-RTS	5	\$25.00	\$24.25	\$121.25
USB Extender, 1-Port	315-250202-131	5	\$105.00	\$101.85	\$509.25
Desktop Microphone	315-032001-131-D	5	\$230.00	\$223.10	\$1,115.50
24 Port Unmanaged Network Switch	315-290005-131-LAN	6	\$225.00	\$218.25	\$1,309.50
Uninterruptible Power Supply (UPS) - 2U - Line Interactive 1500VA	315-040308-131	6	\$935.00	\$906.95	\$5,441.70
Audio/Relay Expansion Module (ARXM) 25/70v, 4 Zone/0 Relay	315-442000-131-4/0	5	\$2,860.00	\$2,774.20	\$13,871.00
Recessed Speaker, 8" (25/70v)	315-130401-131-SO	7	\$65.00	\$63.05	\$441.35
Recessed Speaker, 8" with Red/White LED Ring (25/70v)	315-141001-131-RW	35	\$300.00	\$291.00	\$10,185.00
Recessed Speaker Mount	315-130360-131	8	\$20.00	\$19.40	\$155.20
Recessed Speaker Sleeve Bracket	315-130359-131	34	\$40.00	\$38.80	\$1,319.20
Surface Speaker, 8" (25/70v)	315-120401-131	8	\$65.00	\$63.05	\$504.40
Outdoor/Bay Speaker (25/70v) 15w	315-150408-131	16	\$160.00	\$155.20	\$2,483.20
Amplifier 1 Ch (25/70v) 125w	315-070302-131	1	\$875.00	\$848.75	\$848.75
Amplifier 1 Ch (25/70v) 250w	315-070304-131	5	\$1,150.00	\$1,115.50	\$5,577.50
Volume Control Switch (25/70v) 100w	315-110003-131	1	\$55.00	\$53.35	\$53.35
Message Board - 24" Monitor	315-190000-131-24	1	\$205.00	\$198.85	\$198.85
Message Board - 32" Monitor	315-190000-131-32	5	\$595.00	\$577.15	\$2,885.75
Message Board - 42" Monitor	315-190000-131-42	7	\$850.00	\$824.50	\$5,771.50
Message Board Display Module	315-540201-131	13	\$315.00	\$305.55	\$3,972.15
Wall Mounting Bracket, Swing Arm/Tilt, 32" to 55" Monitor	315-190300-131	12	\$60.00	\$58.20	\$698.40
Wall Mounting Bracket, Tilt, 22" to 42" Monitor	315-190302-131	1	\$25.00	\$24.25	\$24.25
Wireless Access Point - Base Unit (Message Board WAN Gateway)	315-540101-131	6	\$195.00	\$189.15	\$1,134.90
8 Port Unmanaged Message Board Switch	315-290003-131-MB	1	\$95.00	\$92.15	\$92.15

Red LED Light, 3"	315-220001-73H	8	\$80.00	\$77.60	\$620.80
Remote Push Button, Red, 22mm, Illuminated	315-280004-131-R	1	\$60.00	\$58.20	\$58.20
Remote Push Button, Blue, 22mm, Illuminated	315-280004-131-B	12	\$60.00	\$58.20	\$698.40
Power Strip - Rack Mount	315-010500-131	5	\$115.00	\$111.55	\$557.75
19" Rack 18U - Wall Mount	315-380001-100	6	\$1,005.00	\$974.85	\$5,849.10
TOTAL					\$191,206.40
Sales and Use Tax					\$0.00
TOTAL HARDWARE					\$191,206.40

Hardware Prices do not include installation or any system configuration, if applicable. Any applicable manufacturer warranties will be extended to the customer.

Hardware lead time is 10 weeks after receipt of order (ARO)

Software:

Item	PURVIS Part #	Qty	Unit Price	H-GAC Adjusted Unit Price (3% Contract Discount)	Extended Price
Central Server FSAS Software License (Perpetual)	315-990000-120	2	\$10,000.00	\$9,700.00	\$19,400.00
Central Server Database Software License (Perpetual)	315-990001-120	2	\$7,535.00	\$7,308.95	\$14,617.90
DM Console Seat License (Perpetual)	315-990100-120	1	\$1,500.00	\$1,455.00	\$1,455.00
PURVIS FSAS API License (Perpetual)	315-990200-120	2	\$5,000.00	\$4,850.00	\$9,700.00
Text-to-Speech (TTS) Voice Module Software License (Perpetual)	315-990400-120	8	\$1,410.00	\$1,367.70	\$10,941.60
Station Control Unit (SCU) FSAS Software License (Perpetual)	315-990300-120	6	\$300.00	\$291.00	\$1,746.00
TOTAL					\$57,860.50
Sales and Use Tax					\$0.00
TOTAL SOFTWARE					\$57,860.50

FIXED PRICE SERVICES:

Description	Unit Price	H-GAC Adjusted Unit Price (3% Contract Discount)	Price
Implementation Services (Project Management, Configuration, Integration, Test, Installation Support, & Training)	\$94,342.00	\$91,511.74	\$91,511.74
Freight/Shipping & Handling		\$1,035.00	\$1,035.00
1 Year Warranty & Maintenance		Included	\$0.00
TOTAL SERVICES			\$92,546.74
GRAND TOTAL			\$341,613.64

PAYMENT MILESTONES:

Key Milestone	Deliverable	Payment Amount
Milestone # 1	Overall Project Plan	\$75,000.00
Project Documentation	PURVIS FSAS Controller Specifications PURVIS FSAS API Documentation	
Milestone # 2	Network Configuration Spreadsheet	
System Design & Documentation	System Configuration Spreadsheet Training Plan	\$75,000.00
Milestone # 3	PURVIS FSAS Central Servers Delivered	\$50,000.00
Dispatch Center Hardware Delivery	PURVIS FSAS Radio Interface Unit Delivered PURVIS FSAS DM Console Delivered	
Milestone # 4	Fire Station and Training Center Hardware Delivered	
Fire Station Hardware Delivery		\$120,000.00

Milestone # 5	CAD Interface Testing	
System Acceptance & Cutover	Training	
	System Cutover and Acceptance	
Total		\$341,613.64

Town of Brookline will purchase the Larimore CAD to PURVIS FSAS interface directly from Larimore Associates and the cost for the interface is not included in this quote.

SALES AND USE TAX: Any required sales and use tax not identified in this quote is responsibility of the quote recipient or Fire Station Alerting System end-user. PURVIS is not responsible for the collection of any required taxes and payments to any tax collection agencies.

There are no bonds included in the price.

PAYMENT TERMS: Net 30

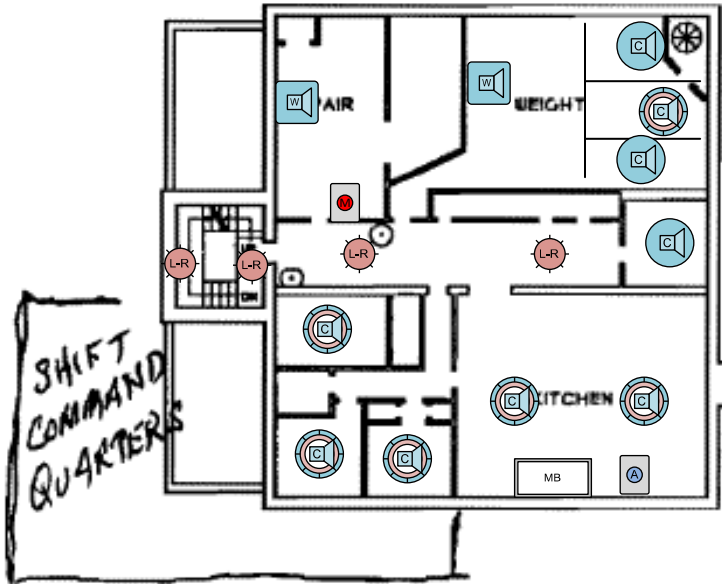
VALIDITY: This FFP Quote is valid for 90 days

WARRANTY: First Year Remote Warranty & Maintenance begins upon final system acceptance by the Town of Brookline.

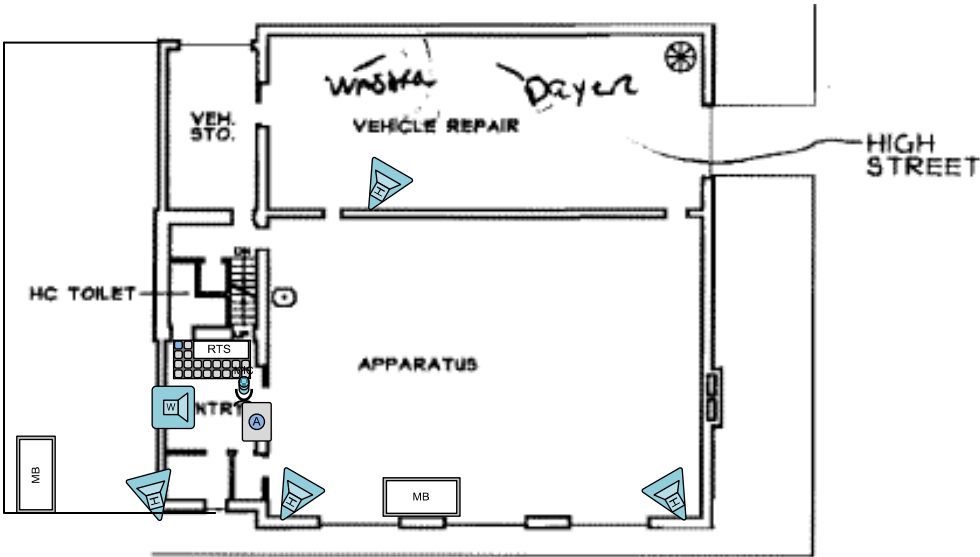
PURVIS AGREEMENTS: The PURVIS FSAS Standard License Agreement and the PURVIS FSAS Maintenance Agreement must be signed and returned to PURVIS Systems with any initial orders placed for the PURVIS Fire Station Alerting System.

EXPORT CONTROL: Products purchased or received under any resulting Sale may be subject to export control laws, restrictions, regulations, and orders of the United States. Customer agrees to comply with all applicable export laws, restrictions and regulations of the United States or foreign agencies or authorities, and shall not export, or transfer for the purpose of re-export any product to any prohibited or embargoed country or to any denied, blocked or designated person or entity as mentioned in any United States or foreign law or regulation.

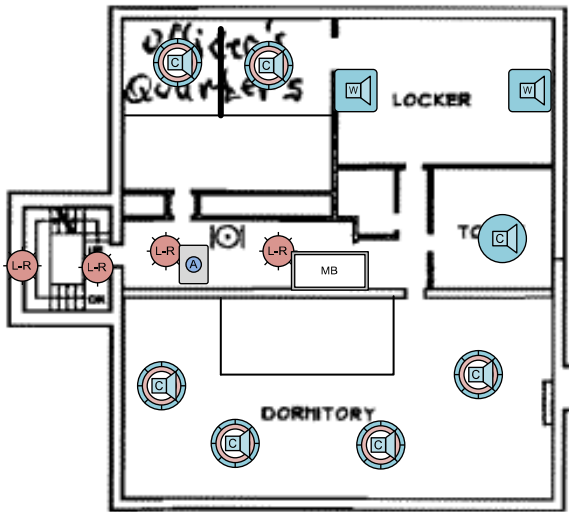
3 Zones: Common, Watch
Desk, & Fire



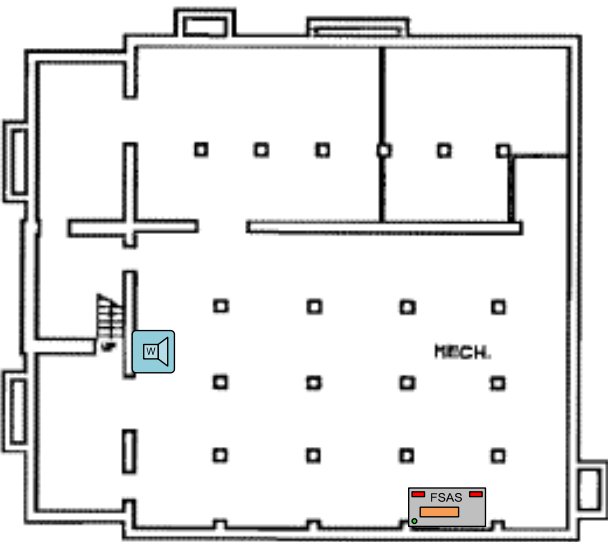
SECOND FLOOR
4599 S.F.



FIRST FLOOR
5230 S.F.



THIRD FLOOR
4599 S.F.

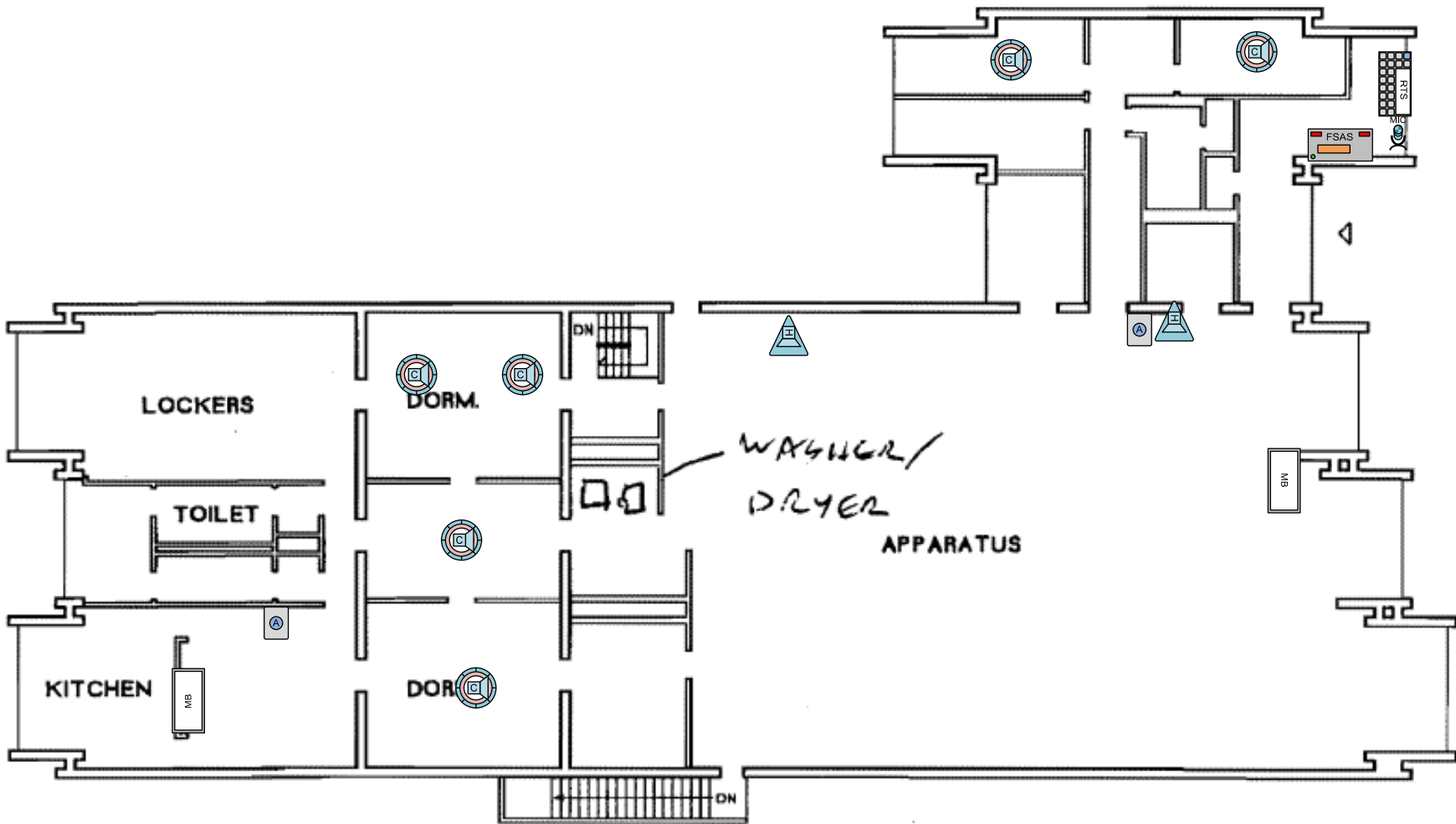













































































BASEMENT
5230 S.F.

DEVICE		MOUNT
FSAS	SCU/ARXM/DRG/AMP/SWT/UPS location	Rackmount
RTS	Remote Touch Screen - 1	Wall 54" AFF or Desktop
MIC	Microphone (Desktop) - 1	Wall 48" AFF or Desktop
Speaker	Interior Recessed Speaker (70v) - 4	Ceiling
Speaker	Interior Recessed Speaker w/ RED & WHT LED (70v) - 12	Ceiling
Speaker	Interior Surface Speaker (70v) - 6	Wall 78" AFF
Speaker	High Power Speaker (Exterior / App Bay) (70v) - 4	Wall ≥78" AFF or Ceiling
Volume	Volume Control	Wall 48" AFF
AS	Ambient Noise Sensor	Wall ≥78" AFF or Ceiling
AM	Ambient Noise Module	Wall ≥78" AFF or Ceiling
MB	42" Flat Panel Message Board - 3 32" Flat Panel Message Board (3 rd Floor Hallway)– 1	Wall ≥ 60" AFF
TT	Turnout Timer	Wall >54" AFF
Printer	Thermal Printer	Shelf 36" AFF or Desktop
Buttons	Button – (M)an - 1, (A)ck - 3, (R)eset, (T)est, (D)oorbell	Wall 48" AFF
Remote	Dorm Remote	Wall 48" AFF
Detector	Unit Presence Detector	Ceiling
Controller	Bay Door Controller	Controller Location
Camera	Camera / Doorbell (DB)	DB Wall 48" AFF
Light	Tower Light	Wall ≥78" AFF or Ceiling
LED	LED Light - (R)ed,- 8 (W) White	Wall ≥78" AFF or Ceiling
Strobe	Strobe Light - (R)ed, (A)mber, (C)lear	Wall ≥78" AFF or Ceiling
Stove	Stove / Grill Shutoff	Wall ≥78" AFF or Ceiling
Relay	General Device Relay Control – 1 (Existing Red Light)	Controller Location
		Controller Location

WIRE LEGEND	
CAT5/6 – 586B	
24/4 Microphone Cable (Special)	
18/2 Twisted Shielded (Plenum as required)	
18/4 Shielded (Plenum as required)	
18/8 (Plenum as required by code)	
18/4 Two Pair Twisted Shielded (Plen. as required)	

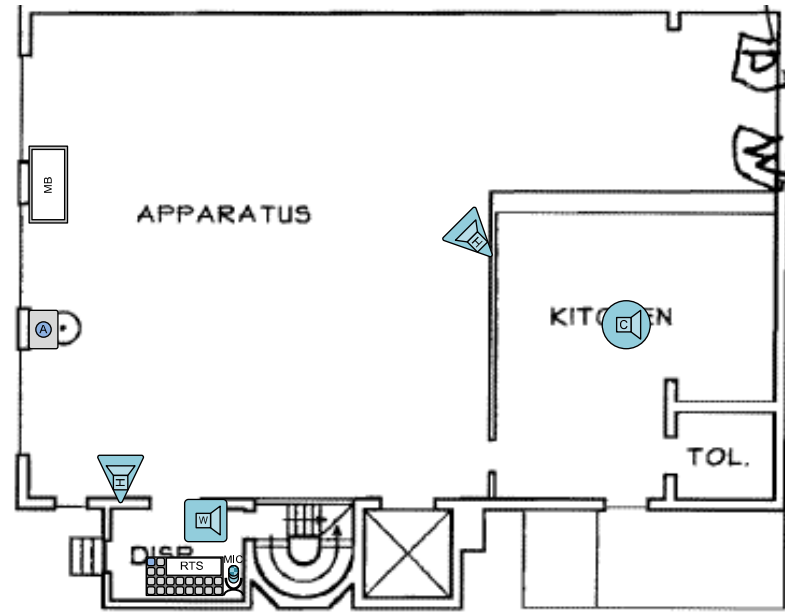
<div><div>PURVIS SYSTEMS</div><div>PURVIS Systems Incorporated 88 Silva Lane Middletown, RI 02842</div></div>		TITLE: FSAS Brookline Station 4 Page 3 of 7		DATE: 10/15/2020 REV: C		Company Proprietary PURVIS Proprietary - This document contains information which is the exclusive property of PURVIS Systems Incorporated. Distribution, reproduction or use by others is not permitted without the written consent of PURVIS Systems.																																																																																																					
<div>4 Zones: Common, Watch Desk, Fire & EMS</div> <div><div><div></div><div></div><div></div></div><div><div>BOYLSTON STREET</div><div>SECOND FLOOR 3630 S.F.</div><div>FIRST FLOOR 3630 S.F.</div><div>BASEMENT 3818 S.F.</div></div></div>						<table><tr><th colspan="2">DEVICE</th><th colspan="2">MOUNT</th></tr><tr><td></td><td>SCU/ARXM/DRG/AMP/SWT/UPS location</td><td colspan="2">Rackmount</td></tr><tr><td></td><td>Remote Touch Screen - 1</td><td colspan="2">Wall 54" AFF or Desktop</td></tr><tr><td></td><td>Microphone (Desktop) - 1</td><td colspan="2">Wall 48" AFF or Desktop</td></tr><tr><td></td><td>Interior Recessed Speaker (70v) - 2</td><td colspan="2">Ceiling</td></tr><tr><td></td><td>Interior Recessed Speaker w/ RED & WHT LED (70v) - 6</td><td colspan="2">Ceiling</td></tr><tr><td></td><td>Interior Surface Speaker (70v) - 2</td><td colspan="2">Wall 78" AFF</td></tr><tr><td></td><td>High Power Speaker (Exterior / App Bay) (70v) - 3</td><td colspan="2">Wall ≥78" AFF or Ceiling</td></tr><tr><td></td><td>Volume Control</td><td colspan="2">Wall 48" AFF</td></tr><tr><td></td><td>Ambient Noise Sensor</td><td colspan="2">Wall ≥78" AFF or Ceiling</td></tr><tr><td></td><td>Ambient Noise Module</td><td colspan="2">Wall ≥78" AFF or Ceiling</td></tr><tr><td></td><td>42" Flat Panel Message Board (Bay)– 1 32" Flat Panel Message Board (Kitchen)– 1</td><td colspan="2">Wall ≥ 60" AFF</td></tr><tr><td></td><td>Turnout Timer</td><td colspan="2">Wall >54" AFF</td></tr><tr><td></td><td>Thermal Printer</td><td colspan="2">Shelf 36" AFF or Desktop</td></tr><tr><td></td><td>Button – (M)an, (A)c - 3, (R)eset, (T)est, (D)oorbell</td><td colspan="2">Wall 48" AFF</td></tr><tr><td></td><td>Dorm Remote</td><td colspan="2">Wall 48" AFF</td></tr><tr><td></td><td>Unit Presence Detector</td><td colspan="2">Ceiling</td></tr><tr><td></td><td>Bay Door Controller</td><td colspan="2">Controller Location</td></tr><tr><td></td><td>Camera / Doorbell (DB)</td><td colspan="2">DB Wall 48" AFF</td></tr><tr><td></td><td>Tower Light</td><td colspan="2">Wall ≥78" AFF or Ceiling</td></tr><tr><td></td><td>LED Light - (R)ed, (W) White, (RW)Red\White</td><td colspan="2">Wall ≥78" AFF or Ceiling</td></tr><tr><td></td><td>Strobe Light - (R)ed, (A)mber, (C)lear</td><td colspan="2">Wall ≥78" AFF or Ceiling</td></tr><tr><td></td><td>Stove / Grill Shutoff</td><td colspan="2">Wall ≥78" AFF or Ceiling</td></tr><tr><td></td><td>General Device Relay Control - 1 (Existing Red Light)</td><td colspan="2">Controller Location</td></tr><tr><td colspan="2"></td><td colspan="2">Controller Location</td></tr></table>		DEVICE		MOUNT			SCU/ARXM/DRG/AMP/SWT/UPS location	Rackmount			Remote Touch Screen - 1	Wall 54" AFF or Desktop			Microphone (Desktop) - 1	Wall 48" AFF or Desktop			Interior Recessed Speaker (70v) - 2	Ceiling			Interior Recessed Speaker w/ RED & WHT LED (70v) - 6	Ceiling			Interior Surface Speaker (70v) - 2	Wall 78" AFF			High Power Speaker (Exterior / App Bay) (70v) - 3	Wall ≥78" AFF or Ceiling			Volume Control	Wall 48" AFF			Ambient Noise Sensor	Wall ≥78" AFF or Ceiling			Ambient Noise Module	Wall ≥78" AFF or Ceiling			42" Flat Panel Message Board (Bay)– 1 32" Flat Panel Message Board (Kitchen)– 1	Wall ≥ 60" AFF			Turnout Timer	Wall >54" AFF			Thermal Printer	Shelf 36" AFF or Desktop			Button – (M)an, (A)c - 3, (R)eset, (T)est, (D)oorbell	Wall 48" AFF			Dorm Remote	Wall 48" AFF			Unit Presence Detector	Ceiling			Bay Door Controller	Controller Location			Camera / Doorbell (DB)	DB Wall 48" AFF			Tower Light	Wall ≥78" AFF or Ceiling			LED Light - (R)ed, (W) White, (RW)Red\White	Wall ≥78" AFF or Ceiling			Strobe Light - (R)ed, (A)mber, (C)lear	Wall ≥78" AFF or Ceiling			Stove / Grill Shutoff	Wall ≥78" AFF or Ceiling			General Device Relay Control - 1 (Existing Red Light)	Controller Location				Controller Location	
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




























<div><div>PURVIS SYSTEMS</div><div>PURVIS Systems Incorporated 88 Silva Lane Middletown, RI 02842</div></div>		TITLE: FSAS Brookline Station 6 Page 5 of 7		DATE: 10/15/2020 REV: A		Company Proprietary PURVIS Proprietary - This document contains information which is the exclusive property of PURVIS Systems Incorporated. Distribution, reproduction or use by others is not permitted without the written consent of PURVIS Systems.					
<div>4 Zones: Common, Watch Desk, Exterior & Fire</div> <div>Use Existing Speakers</div> <div><div><p>FIRST FLOOR 4190 S.F.</p></div><div><p>BASEMENT 4280 S.F.</p></div><div><p>SECOND FLOOR 3820 S.F.</p></div></div>						DEVICE		MOUNT			
						<div><div> SCU/ARXM/DRG/AMP/SWT/UPS location</div><div> Remote Touch Screen - 1</div><div> Microphone (Desktop) - 1</div><div> Interior Recessed Speaker (70v)</div><div> Interior Recessed Speaker w/ RED & WHT LED (70v) - 5</div><div> Interior Surface Speaker (Self Amplified/70v/25v)</div><div> High Power Speaker (Exterior / App Bay) (70v) - 3</div><div> Volume Control</div><div> Ambient Noise Sensor</div><div> Ambient Noise Module</div><div><div> 42" Flat Panel Message Board (Bay)– 1</div><div> 32" Flat Panel Message Board (2nd Floor Hall)– 1</div></div><div> Turnout Timer</div><div> Thermal Printer</div><div><div> Button – (M)an, (A)ck - 2, (R)eset, (T)est, (D)oorbell</div><div> Dorm Remote</div><div> Unit Presence Detector</div><div> Bay Door Controller</div><div> Camera / Doorbell (DB)</div><div> Tower Light</div><div><div> LED Light - (R)ed, (W) White, (RW)Red\White</div><div> Strobe Light - (R)ed, (A)mber, (C)lear</div><div> Stove / Grill Shutoff</div><div> General Device Relay Control - 1 (Existing Red Light)</div></div></div></div>				<div>Rackmount</div> <div>Wall 54" AFF or Desktop</div> <div>Wall 48" AFF or Desktop</div> <div>Ceiling</div> <div>Ceiling</div> <div>Wall 78" AFF</div> <div>Wall ≥78" AFF or Ceiling</div> <div>Wall 48" AFF</div> <div>Wall ≥78" AFF or Ceiling</div> <div>Wall ≥78" AFF or Ceiling</div> <div>Wall ≥ 60" AFF</div> <div>Wall >54" AFF</div> <div>Shelf 36" AFF or Desktop</div> <div>Wall 48" AFF</div> <div>Wall 48" AFF</div> <div>Ceiling</div> <div>Controller Location</div> <div>DB Wall 48" AFF</div> <div>Wall ≥78" AFF or Ceiling</div> <div>Wall ≥78" AFF or Ceiling</div> <div>Wall ≥78" AFF or Ceiling</div> <div>Controller Location</div> <div>Controller Location</div>	
						WIRE LEGEND					
<div>CAT5/6 – 586B</div> <div>24/4 Microphone Cable (Special)</div> <div>18/2 Twisted Shielded (Plenum as required)</div> <div>18/4 Shielded (Plenum as required)</div> <div>18/8 (Plenum as required by code)</div> <div>18/4 Two Pair Twisted Shielded (Plen. as required)</div>				<div></div> <div></div> <div></div> <div></div> <div></div> <div></div>							

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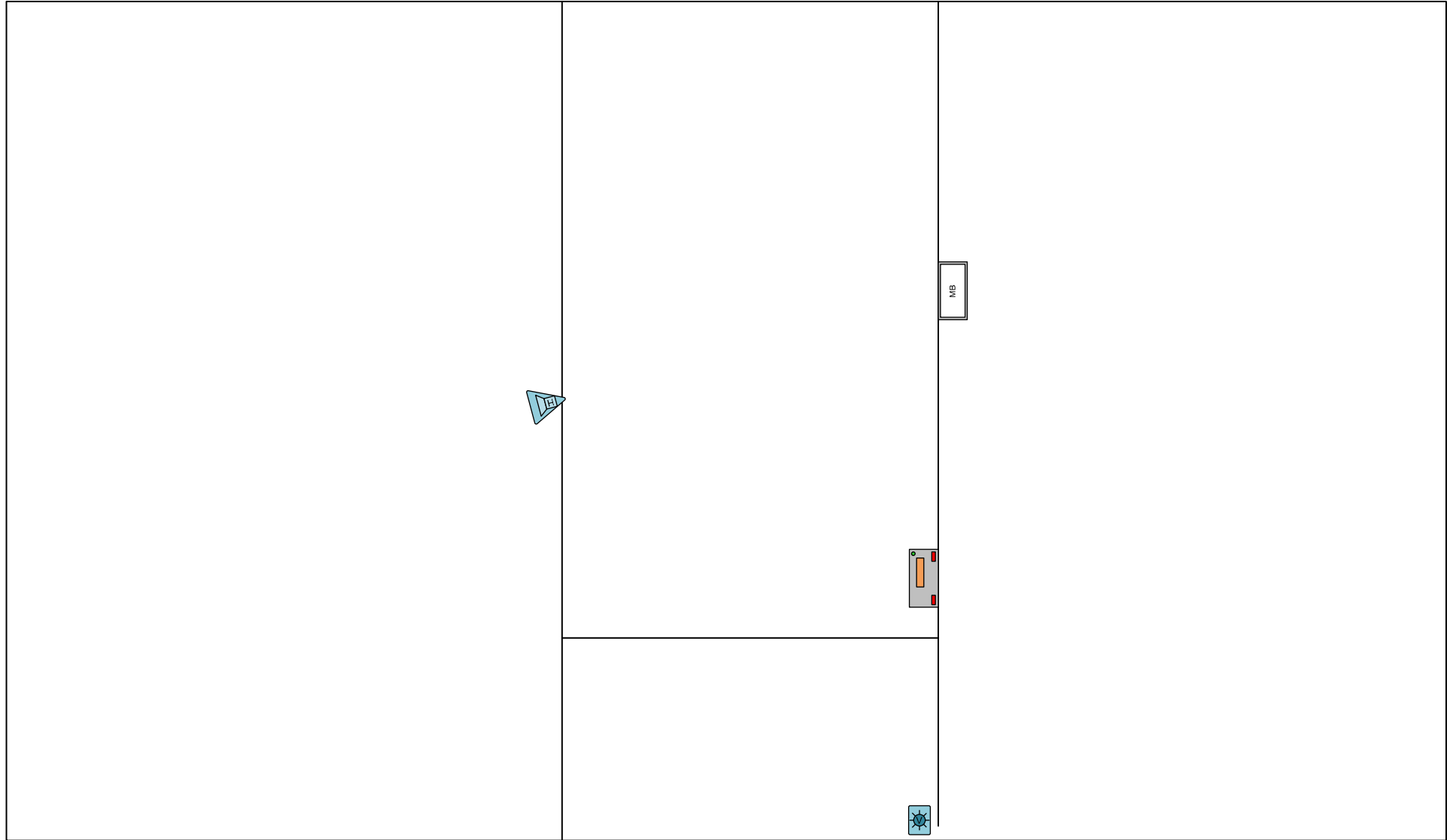
SECOND FLOOR
2970 S.F.
































FIRST FLOOR
3682 S.F.

DEVICE		MOUNT
	SCU/ARXM/DRG/AMP/SWT/UPS location	Rackmount
	Remote Touch Screen - 1	Wall 54" AFF or Desktop
	Microphone (Desktop) - 1	Wall 48" AFF or Desktop
	Interior Recessed Speaker (70v) - 1	Ceiling
	Interior Recessed Speaker w/ RED & WHT LED (70v) - 6	Ceiling
	Interior Surface Speaker (70v) - 5	Wall 78" AFF
	High Power Speaker (Exterior / App Bay) (70v) - 2	Wall ≥78" AFF or Ceiling
	Volume Control	Wall 48" AFF
	Ambient Noise Sensor	Wall ≥78" AFF or Ceiling
	Ambient Noise Module	Wall ≥78" AFF or Ceiling
	24" Flat Panel Message Board (Bay)– 1	Wall ≥ 60" AFF
	32" Flat Panel Message Board (2 nd Floor)– 1	Wall >54" AFF
	Turnout Timer	
	Thermal Printer	Shelf 36" AFF or Desktop
	Button – (M)an, (A)ck - 2, (R)eset, (T)est, (D)oorbell	Wall 48" AFF
	Dorm Remote	Wall 48" AFF
	Unit Presence Detector	Ceiling
	Bay Door Controller	Controller Location
	Camera / Doorbell (DB)	DB Wall 48" AFF
	Tower Light	Wall ≥78" AFF or Ceiling
	LED Light - (R)ed, (W) White, (RW)Red\White	Wall ≥78" AFF or Ceiling
	Strobe Light - (R)ed, (A)mber, (C)lear	Wall ≥78" AFF or Ceiling
	Stove / Grill Shutoff	Wall ≥78" AFF or Ceiling
	General Device Relay Control - 1 (Existing Red Light)	Controller Location
		Controller Location
WIRE LEGEND		
CAT5/6 – 586B		
24/4 Microphone Cable (Special)		
18/2 Twisted Shielded (Plenum as required)		
18/4 Shielded (Plenum as required)		
18/8 (Plenum as required by code)		
18/4 Two Pair Twisted Shielded (Plen. as required)		

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DEVICE		MOUNT
	SCU/ARXM/DRG/AMP/SWT/UPS location	Rackmount
	Remote Touch Screen	Wall 54" AFF or Desktop
	Microphone (Desktop)	Wall 48" AFF or Desktop
	Interior Recessed Speaker (70v)	Ceiling
	Interior Recessed Speaker w/ RED & WHT LED (70v)	Ceiling
	Interior Surface Speaker (Self Amplified/70v/25v)	Wall 78" AFF
	High Power Speaker (Exterior / App Bay) (70v) - 2	Wall ≥78" AFF or Ceiling
	Volume Control - 1	Wall 48" AFF
	Ambient Noise Sensor	Wall ≥78" AFF or Ceiling
	Ambient Noise Module	Wall ≥78" AFF or Ceiling
	32" Flat Panel Message Board	Wall ≥ 60" AFF
	Turnout Timer	Wall >54" AFF
	Thermal Printer	Shelf 36" AFF or Desktop
	Button – (M)an, (A)ck, (R)eset, (T)est, (D)oorbell	Wall 48" AFF
	Dorm Remote	Wall 48" AFF
	Unit Presence Detector	Ceiling
	Bay Door Controller	Controller Location
	Camera / Doorbell (DB)	DB Wall 48" AFF
	Tower Light	Wall ≥78" AFF or Ceiling
	LED Light - (R)ed, (W) White, (RW)Red\White	Wall ≥78" AFF or Ceiling
	Strobe Light - (R)ed, (A)mber, (C)lear	Wall ≥78" AFF or Ceiling
	Stove / Grill Shutoff	Wall ≥78" AFF or Ceiling
	General Device Relay Control -	Controller Location
		Controller Location
WIRE LEGEND		
CAT5/6 – 586B		
24/4 Microphone Cable (Special)		
18/2 Twisted Shielded (Plenum as required)		
18/4 Shielded (Plenum as required)		
18/8 (Plenum as required by code)		
18/4 Two Pair Twisted Shielded (Plen. as required)		

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TOWN OF BROOKLINE
Massachusetts
DEPARTMENT OF PUBLIC WORKS

Erin Chute Gallentine
 Commissioner

Memorandum

To: Select Board
 From: Erin Gallentine, Commissioner of Public Works
 Frederick W. Russell, PE, Director of Water and Sewer
 Date: June 23, 2021
 Re: Contract PW/20-23
 I/I Investigation and Sewer System Rehabilitation in Subareas NI 4,5,7,8,9"
 Cc: Mel Kleckner, Town Administrator

Attached for your review and approval is contract PW/20-23, Amendment No, 1 "I/I Investigation and Sewer System Rehabilitation in Subareas NI 4,5,7,8,9"

The scope of work of this contract is:

- Rehabilitation of existing sanitary sewers
- Rehabilitation of sanitary sewer manholes
- Reconnect catch basin piping from sanitary sewers to storm drains
- Point repair investigation and design
- Smoke testing

DPW recommends approval of Amendment No. 1 to the BETA Group Inc. contract PW20-23 in the amount of \$285,036.00.

One Day License
(All Alcoholic Beverages – Non Sales)

Applicant: Karen Hasenfus
DBA: Larz Anderson Auto Museum
Location: 15 Newton Street

Application Details:

A Temporary All Alcohol Beverages Non Sales License to The Larz Anderson Auto Museum to be held on Thursday, July 1, 2021 for Birthday Party from 6:00PM – 11:00PM at 15 Newton Street

Report:

Police Department (Approved)



MARK P. MORGAN
ACTING CHIEF OF POLICE

BROOKLINE POLICE DEPARTMENT

Brookline, Massachusetts

TO: Acting Chief Mark P. Morgan

FROM: Lt. Michael P. Murphy #31

DATE: 23 June 2021

RE: All Alcoholic Beverages – One Day Permit – Non-Sales – 7/1/2021
Larz Anderson Auto Museum

Sir,

The Larz Anderson Auto Museum, through Operations and Events Manager Karen Hasenfus, has applied for a Section 14 One Day Permit to serve all alcoholic beverages for a birthday party to be held on Thursday, June 1, 2021 from 6:00 PM to 9:30 PM.

Ms. Karen Hasenfus and/or Ms. Sylvia Passley-Harris will be the responsible managers on site for this event and will ensure compliance with all applicable federal, state and local laws, regulations, ordinances and any conditions on the permit, as well as previously discussed conditions.

The event is not open to the public, no admission fee will be charged and guests will not be charged for alcoholic beverages. Organizers are expecting no more than 50 guests to attend. A Crowd Manager Certificate has been submitted.

All alcoholic beverages at this event will be served by bartenders provided Boston catering and Events, (781) 938-9300, who employ certified Tips bartenders. The caterer has submitted a copy of their bartenders' certification in the safe service of alcohol. A copy of caterer's Certificate of Liability Insurance specifically naming the Town of Brookline as a holder of the certificate has been submitted.

A uniformed police detail officer will be assigned to provide security and to manage traffic issues if they arise. Detail Sgt. Heavey was notified of the application.

I see no reason to oppose this application.

Respectfully submitted,
Lt. Michael P. Murphy #31



OFFICE OF THE SELECT BOARD

MEMORANDUM

TO: Mark Morgan, Acting Chief of Police
FROM: Melvin Kleckner, Town Administrator
RE: All Alcohol Beverages - One Day License – Non Sales
DATE: June 16, 2021

May we please have a report on the attached request for:

A Temporary All Alcohol Beverages Non Sales License to The Larz Anderson Auto Museum to be held on Thursday, July 1, 2021 for Birthday Party from 6:00PM – 11:00PM at 15 Newton Street.

This application will go before the Board on **June 29, 2021**. May we please have the report no later than **June 22, 2021**.

Thank you.

**TOWN OF BROOKLINE
APPLICATION FOR A PERMIT TO SERVE ALCOHOLIC BEVERAGES ON
TOWN PROPERTY (NON SALES /ALL TYPES)**

Date June 9, 2021

I hereby make application for a PERMIT TO SERVE ALCOHOLIC BEVERAGES ON TOWN PROPERTY at a

Birthday Party
(state whether a meeting, banquet, concert, picnic, wedding, etc.)

Which is to be held at the Larz Anderson Auto Museum
(Name of Person or Organization)

15 Newton Street , Brookline MA 02445
(Address of Person of Organization)

On the 1st day of July 2021

Between the hours of 6:00 PM—11:00 PM at the following described Town property:

The Larz Anderson Auto Museum

If the applicant is an organization, complete name and address of the organization's officers:

Name: Northrup Knox Title: President Address: 96 Lakeshore Drive Wayland

Name: William Keeney Title: Vice President Address: 2221 Washington St. Newton

Name: Marc Daniel Title: Treasure Address: 35 Priscilla Lane Quincy

NOTE: If the answer to Questions 4, 5, 6 or 7 is yes, you do not qualify for a non-sales permit and you should seek instead a special license to sell alcohol.

1) How many cases or barrels, etc. of each type of alcoholic beverage will be made available to guests?

2 cases each beer and wine and 2 bottles each other

2) What is the maximum number of people to attend? 50

3) What is the age group of people to attend? 35

4) Are you charging an admission fee? NO

5) Are you charging for alcoholic beverages? NO

6) Is the event open to the public? NO

7) Are tickets to the event available for purchase? NO

8) How will alcoholic beverages be dispensed or served and by whom? Please state the names, addresses of all person(s) serving alcoholic beverages.

Bartender will be provided by Boston Catering and Events (781) 938-9300

9) State whether of not the person(s) dispensing or serving alcohol received TIPS certification or equivalent safe-service of alcohol training and the date(s) of any such certification or training and attach documentation pertaining to such certification or training:

Bartenders are all certified and insured

10) If any attending are under age 21, what method will be used to check ID and what procedures will be followed to make certain that those under age 21 are not served and are not allowed to consume alcoholic beverages?

Bartenders will check ID's

11) Will a police detail or other types of security be provided? YES

If "YES" what type and how many? Brookline Police detail

12) Please state the name, address, age and 24-hour contact information of the individual (who must be at least 21 years of age) who will be physically present at the event and who will ensure compliance with all applicable federal, state and local laws, regulations, ordinances and any conditions on the permit and who will ensure the maintenance of order and decorum:

Sylvia Passley Harris	Clyde St.	Brookline MA	05/26/1955
Karen Hasenfus	74 Main Street	Medfield MA	09/29/1954
(Name)	(Address)		(Date of Birth)

Telephone number: (617) 522-6547 (617) 283-7265

Email Address: khasenfus@larzanderson.org feonapassley@hotmail.com

This application must be accompanied by proof that the applicant has secured, and there is in effect during the period of time for which the permit is sought, a general liability policy naming the Town as the additional insured or if the general liability policy exempts alcohol0trelated incidents or occurrences a liquor liability policy naming the Town as an additional insured.

By signing this application, the applicant absolves the Town and its officials, officers, employees, agents and representatives from all liability in connection with the applicant's use of Town property. By signing this application, the applicant agrees to indemnify the Town for any damage to the Town's personal and real property resulting from the applicant's use of Town property and agrees to indemnify the Town for any expenses the Town incurs in restoring Town property to its condition prior to use (in excess of any routine cleaning and maintenance service the Town would ordinarily have performed irrespective of the use.



Signature

Karen H Hasenfus
Name Printed

Operations and Events Manager
Title (if on the behalf of an Organization)

15 Newton St. Brookline MA 02445
Address

(617) 522-6547
Telephone number(s)

khasenfus@larzanderson.org
Email address(es)



BSTOCAF-01

AGUINEY

DATE (MM/DD/YYYY)
6/9/2021

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lathrop Insurance Agency 85 A Beach Street Westerly, RI 02891		CONTACT NAME: PHONE (A/C, No, Ext): (401) 596-2525 FAX (A/C, No): E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Chubb	
		INSURER B : Motorists Insurance Group	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

INSURED

Boston Cafe & Catering Inc.
325 New Boston St #15
Woburn, MA 01801

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			D95903356	3/1/2021	3/1/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/PO AGG \$ 4,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			5000173390	3/1/2021	3/1/2022	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	X UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			D95903368	3/1/2021	3/1/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	71795017	3/1/2021	3/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 All operations usual and incidental to the business of the named insured

General Liability - BOP-51511 (10/18) Businessowners Liability Enhancements Endorsement For Restaurants - Additional Insured-Pursuant To Contract Or Agreement; Primary Provision; Waiver of Subrogation Required By Contract

BP0489 (01/10) Liquor Liability Coverage

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

Town of Brookline
333 Washington St
Brookline, MA 02445

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

[Signature]

AGENCY CUSTOMER ID: BSTOCAL-01

AGUINEY

LOC #: 1



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Lathrop Insurance Agency		NAMED INSURED Boston Cafe & Catering Inc. 325 New Boston St #15 Woburn, MA 01801	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

CA CW MG 00 22 (02/19) MiChoice Commercial Auto Endorsement - Additional Insured-Automatic Status When Required In A Written Contract Or Agreement; Primary And Noncontributory; Waiver Of Transfer Of Rights Of Recovery Against Others To Us Under A Written Contract Or Agreement

Umbrella Liability - CU 00 01 (04/13) - Follow Form

For an event to take place at the Larz Anderson Auto Museum on Thursday, July 1, 2021



Open Air Parking Renewals

Question of renewing Open Air Parking Licenses for 2021-2022 (locations attached).

Application Details:

The Fire Department approves all licenses.

The Police Department approves all licenses; See attached list with highlights.

The Building Department approves all licenses.

The Planning Department approves all licenses.

**Space discrepancies due to spaces deeded to property not part of Open Air parking requirement.*

The following locations have not yet renewed for reasons noted:

40 Harvard Street (No response)
637 Washington Street (No response)
72 Saint Paul (No response)
66 Harvard Street (No response)
800 Boylston Street (Closed)

Reports (Attached):

Fire Department (Approved)
Police Department (Approved)
Building Department (Approved)
Planning Department (Approved)

Tiffany Souza

From: David A Randolph
Sent: Tuesday, June 22, 2021 2:25 PM
To: Tiffany Souza
Subject: Fw: Open air parking lots

David Randolph
Deputy Chief
Fire Prevention Division
Brookline Fire Department
(617) 730-2266 (o)
<http://www.brooklinema.gov/fireprevention>

From: David A Randolph
Sent: Monday, June 14, 2021 6:34 AM
To: Tiffany Souza <tsouza@brooklinema.gov>
Cc: Paul Canney <pcanney@brooklinema.gov>
Subject: Open air parking lots

Hi Tiffany,

The Fire Department has performed inspection of all licensed parking lots in Town and found 1 discrepancy. According to the list, 123 Longwood is licensed for 9 spaces but has 19 marked spaces.

Respectfully,

David Randolph
Deputy Chief
Fire Prevention Division
Brookline Fire Department
(617) 730-2266 (o)
<http://www.brooklinema.gov/fireprevention>



**Department of Planning and
Community Development**

Town Hall, 3rd Floor
333 Washington Street
Brookline, MA 02445-6899
(617) 730-2130 Fax (617) 730-2442

**Alison Steinfeld
Director**

Town of Brookline

Massachusetts

TO: Select Board
Mel Kleckner, Town Administrator

FROM: Alison Steinfeld, Director of Planning & Community Development
Polly Selkoe, Asst. Director of Regulatory Development

DATE: June 19, 2019

SUBJECT: **Open Air Parking Space License Applications**

The Planning and Community Development Department has had no complaints about any of the open air parking areas. As long as the Building Department and/or other departments have not had any complaints, we have no objection to the issuance of the requested licenses.

If you have any questions, feel free to contact us.



TOWN of BROOKLINE
Massachusetts

BUILDING DEPARTMENT

Daniel F. Bennett
Building Commissioner

INTEROFFICE MEMORANDUM

Date: June 24, 2021

To: Melvin Kleckner
Town Administrator

From: Daniel Bennett
Building Commissioner

Re: Open-Air Parking Space License Renewals 2021-2022

Pursuant to an email with attachments received on May 25, 2021 Building Department staff reviewed the list of open-air parking space license renewals.

A majority of the site visits/inspections were performed in the afternoon hours. The inspectors observed conditions such as no lined spaces and double parking at various locations. In those instances, Building Dept. staff reached out to property owners to gain compliance.

Department staff continues to work year round with property owners of open-air lots to ensure they are properly maintained, clean and compliant parking areas. If the Department does receive a complaint on a property with an Open Air Parking License, an investigation would be initiated. Staff would take the necessary enforcement action to gain compliance.

It appears the list of 2021-2022 open-air parking areas are generally in compliance.

Brookline Police Report

Business Owner	SECTOR	D/B/A	NO of vehicles as of 2019	NO of vehicles as of 2018	NO of vehicles as of 2017	Number of cars/spots observed 2020	No of cars/spots observed 2021	Number of cars/spots observed on 6/22 & 6/23/19	Note	Assigned
PLEASANT VENTURES	1	135 DUMMER ST. PARKING	7	17	17	7	17 spots / 0 cars	7		Mady
LIU SUSIE S L FONG WILLIAM-TIMMY-TOMMY	1	149 NAPLES RD PARKING	8	8	8	7	8 spots / 0 cars	7		Mady
KAZMI ANWAR H	1	173 BARCOCK ST PARKING	16	16	16	18	16 spots / 14 cars	15		Mady
HAMILTON COMPANY	1	224 FULLER ST PARKING	13	13	13	12	13 spots / 10 cars	12		Mady
STIEVATER DONNA M	1	27 WINSLOW RD PARKING	4	4	4	4	4 spots / 4 cars	4		Mady
HAMILTON COMPANY	1	41 WINSLOW RD PARKING	30	30	30	18	30 spots / 17 cars	18		Goodrich
NORDBLOM MANAGEMENT CO. PELHAM HALL TR.	1	28 PLEASANT ST PARKING	24	24	24	21	24 spots / 14 cars	17		Goodrich
NORDBLOM MANAGEMENT CO. PELHAM HALL TR.	1	32 PLEASANT ST PARKING	36	36	36	13	36 spots / 25 cars	27		Goodrich
GELEMAN ANNA TR	1	413 HARVARD ST PARKING	9	9	9	5	9 spots / 8 cars	10	Only 9 should fit	Goodrich
TRUSTEES OF BOSTON UNIV	1	766 COMMONWEALTH AVE PARKING	106	106	106	1	106/1 car	2		Goodrich
BANKS, TR, JOSEPH I	2	101 LONGWOOD AVE PARKING	20	20	20	10	20 cars	20		Davis
POLGAR PETER R ET AL	2	105 LONGWOOD AVE PARKING	13	13	13	7	13 cars	13		Davis
POLGAR PETER R ET AL	2	111 LONGWOOD AVE PARKING	9	9	9	4	9 cars	13	Should only have 9	Davis
TEMPLE OHABEL SHALOM	2	1187 BEACON ST PARKING	20	20	20	3	20 cars	15 monthly, 1 HP, 2 clergy, 1		Davis
ROGER P. BECKETT	2	123 LONGWOOD AVE PARKING	9	9	9	4	20 cars	19		Davis
Spellman Ventures c/o Kyle Spellman	2	1309 Beacon St Parking	34	29	29	0	34 spots / 0 cars	34		Cappuccio
LLC KYLE SPELLMAN,	2	1319 Beacon St Parking	15	15	15	0	15 spots / 0 cars	15		Cappuccio
STOP & SHOP CO.	2	137 HARVARD ST PARKING	24	24	24	-	0 spots / 0 cars		under construction	Cappuccio
LANGLEY CORPORATION J.M. ZUROMSKIS	2	209 HARVARD ST PARKING	25	25	25	7	25	25		Dasilva
Brookline Auto Body Inc.	2	40 ASPINWALL AVE PARKING	24	24	24	4	24	18		Dasilva
JONES, GARY D & SALTER, MARSHA	2	72 FRANCIS ST PARKING	7	7	7	8	9	9	9 cars, no painted spots	Dasilva
Chestnut Hill Realty	2	72 St. Paul St	2	2	2	1	2 (no zip cars)	4	2 spots decided to the property	Dasilva
BUEHLER GEORGE V	2	83 LONGWOOD AVE PARKING	27	27	27	17	25 spots / 8 guest / 21 cars	25	25. 7 inn guest parking	Cappuccio
Marjoram, LLC	2	Marjoram, LLC - 12 Sterns Road	18	18	18	13	18 spots / 10 cars	18		Cappuccio
Preferred Realty Corporation	2	Preferred Realty-251 Harvard St	1 zip	1	1	1	1 zip spot / 0 cars	1 zip		Cappuccio
ST. PAUL MANOR LAWRENCE HORLICK, TREAS.	2	ST PAUL ST PARKING - 12 ST PAUL ST	37	37	37	33	54 spots / 28 cars	27		Cappuccio
J & W SUMMIT AVE LLC	3	0-9 SUMMIT AVE PARKING	16	16	16	11	16 / 10	11		Pena
SEAGLASS ASSOCIATES LLP,	3	1646 BEACON ST PARKING	25	25	25	17	25 / 15	0		Pena
Christine Diabakerly	3	43 BARTLETT CRESCENT	5	5	5	4	20 / 7	0		Pena
BURROWS WILLIAM C & HELENE C	3	43 WINCHESTER ST PARKING	15	15	15	11	15 / 15	13		Pena
STEINBERG TRS HOWARD N & SHAINDY	3	60 KILSTYTH RD PARKING	16	14	14	10	14 / 10	10		Pena
HAMILTON COMPANY	3	19 WINCHESTER ST PARKING	4 zip	4 zip	4 zip	16	25 spots / 19 cars	4		Johnson
SANDER MARCEL & DANIEL	3	76 WINCHESTER ST PARKING	9	9	9	5	10 spots / 8 cars	5		Johnson
CROSIER PRENTICE & JULIANNA	3	80 WINCHESTER ST PARKING	5	5	5	2	6 spots / 4 cars	2		Johnson
Preferred Realty Corporation	3	Preferred Realty Corporation- 724 Washington St	3 zip	3 zip	3 zip	2	9 spots / 2 zip spots / 2 cars	3 zip		Johnson
ANANIAN, CLIFFORD SCOTT & WONG, JESSICA	4	103 Griggs	5	5	5	5	5	4		Wright
Vernon Towers LLC	4	35 VERNON STREET PARKING	3	3	3	3	3 spots / 3 zip cars	2		Wright
Chestnut Hill Realty	4	40 Harvard Ave	4 zip	4 zip	4 zip	3	4 spots / 2 zip cars	2		Wright
SEEFAR LLC,	4	56 Harvard Ave LLC	14	14	14	14	14 spots / 13 cars	13		Wright
CARTER, DUSTIN P & DIANE M	4	66 HARVARD AVE PARKING	5	5	5	5	5	5		Wright
MARION SQUARE LLC	4	77 MARION ST PARKING	9	9	9	4	9 spots / 6 cars	8		Wright
United Parish in Brookline	4	United Parish in Brookline, 210 Harvard	15	15	15	7	15 spots / 6 cars	6		Wright
Sam Pyo	4	12 Harris St Parking	9	9	9	0	9 spots / 0 cars	0		Wright
BROOKLINE AL VFW BUILDINGS INC,	4	VFW American Legion Brookline Post 11	9	9	9	70	9 spots / 6 cars	7		Wright
COOPER MARC L & SUSAN L TRS	5	165 WINTHROP RD PARKING	9	9	9	9	under construction			Forbes
ROSENSTOCK H F T & BLOOMSTEIN T M	5	4 GORHAM AVE PARKING	2	2	2	2	2	2		Forbes
94 BEACONSFIELD RD CONDOS	5	94 BEACONSFIELD RD PARKING	15	15	15	14	15	15		Forbes
Rawson Road Parking LLC	5	Rawson Road Parking LLC	20	20	20	18	20	20		Forbes
KURKJIAN TR, ARACSE	7	227 CYPRESS ST PARKING	14	14	14	174	28 cars	6 parked, 13 spots		Bradley
HAMILTON COMPANY	7	235 CYPRESS ST PARKING	4 zip	4 zip	4 zip	4	6 cars			Bradley
Christine Diabakerly	9	800 BOYLSTON STREET	9	9	9	5	0 cars, Site Closed/For Sale	2 parked, 14 spots		Russell

BUSINESS NAME	CORP / OWNER	ADDR FULL LINE#	SPACE INFO	Number of Vehicles	Floor Sq Ft
0-9 SUMMIT AVE PARKING	J & W SUMMIT AVE., LLC	161 SUMMIT AVENUE, BROOKLINE, MA 02446	5,750 square feet for 16 automobiles	16	5750
101 LONGWOOD AVE PARKING	BANKS JOSEPH I TR	101 LONGWOOD AVENUE, BROOKLINE, MA 02446	6,000 square feet for 20 automobiles	20	6000
103 GRIGGS RD	JESSICA WONG	103 GRIGGS ROAD, BROOKLINE, MA 02446	1,000 sq ft for 5 automobiles	5	1000
105 LONGWOOD AVE PARKING	POLGAR PETER R ET AL	105 LONGWOOD AVENUE, BROOKLINE, MA 02446	1,500 square feet for 13 automobiles	13	1500
111 LONGWOOD AVE PARKING	POLGAR PETER R ET AL	111 LONGWOOD AVENUE, BROOKLINE, MA 02446	800 square feet for 13 automobiles	13	800
1187 BEACON ST PARKING	TEMPLE OHABEI SHALOM	1187 BEACON STREET, BROOKLINE, MA 02446	7,489 square feet for 20 automobiles	20	7489
12-14 STERNS ROAD	MARIORAM,LLC	12 STEARNS ROAD, BROOKLINE, MA 02446	8,474 sq. ft for 18 cars	18	8474
123 LONGWOOD AVE PARKING	ROGER P. BECKERT	123 LONGWOOD AVENUE, BROOKLINE, MA 02446	1,440 square feet for 9 automobiles	9	1440
1309 Beacon St Parking	SPELLMAN VENTURES	1309 BEACON STREET, BROOKLINE, MA 02446	15,000 square feet for 34 automobiles	34	15000
1319 Beacon St Parking	SPELLMAN VENTURES	1319 BEACON STREET, BROOKLINE, MA 02446	8,369 square feet for 15 automobiles	15	8369
135 DUMMER ST. PARKING	PLEASANT VENTURES	135 DUMMER STREET, BROOKLINE, MA 02446	2,300 square feet for 17 automobiles	17	2300
149 NAPLES RD PARKING	LIU SUSIE S L FONG WILLIAM-TIMMY-TOMMY	149 NAPLES ROAD, BROOKLINE, MA 02446	2,928 square feet for 8 automobiles	8	2928
1572 BEACON ST PARKING	GAIL BIRGER	1572 BEACON ST	2,045 square feet for 4 automobiles	4	2045
1646 BEACON ST PARKING	SEAGLASS ASSOCIATES	1646 BEACON STREET, BROOKLINE, MA 02445	10,000 square feet for 25 automobiles	25	10000
165 WINTHROP RD PARKING	COOPER MARC L & SUSAN L TRS	165 WINTHROP ROAD, BROOKLINE, MA 02445	3,600 square feet for 9 automobiles	9	3600
173 BABCOCK ST PARKING	ANWAR KAZMI	173 BABCOCK STREET, BROOKLINE, MA 02446	6,400 square feet for 16 automobiles	16	6400
209 HARVARD ST PARKING	LANGLEY CORPORATION J.M. ZUROMSKIS	209 HARVARD STREET, BROOKLINE, MA 02446	20,000 square feet for 25 automobiles	25	20000
224 FULLER ST PARKING	HAMILTON CO	224 FULLER ST	4,100 square feet for 13 automobiles	13	4100
227 CYPRESS ST PARKING	THE KURKJIAN REALTY TRUST, dba ARACSE KURKJIAN	227 CYPRESS STREET, BROOKLINE, MA 02445	9,799 square feet for 14 automobiles	14	9799
27 WINSLOW RD PARKING	STIEVATER, DONNA M	27 WINSLOW ROAD, BROOKLINE, MA 02446	2,000 square feet for 4 automobiles	4	2000
28 PLEASANT ST PARKING	NORDBLOM MANAGEMENT CO	28 Pleasant Street, Brookline, MA 02446	10,395 square feet for 24 automobiles	24	10395
32 PLEASANT ST PARKING	NORDBLOM MANAGEMENT CO	32 Pleasant Street, Brookline, MA 02446	15,000 square feet for 36 automobiles	36	15000
35 VERNON STREET PARKING	VERNON TOWERS LLC	35 VERNON STREET, BROOKLINE, MA 02446	660 square feet for 3 automobiles	3	660
40 ASPINWALL AVE PARKING	BROOKLINE TEEN CENTER	40 ASPINWALL AVENUE, BROOKLINE, MA 02446	7,350 square feet for 18 automobiles	24	13728
40 Harvard Ave	CHESTNUT HILL REALTY	40 HARVARD AVENUE, #1, BROOKLINE, MA 02446	30,000 sq ft for 4 ZIP CARS	4	30000
41 GORHAM AVE PARKING	ROSENSTOCK H F T & BLOOMSTEIN T M	41 GORHAM AVENUE, BROOKLINE, MA 02445	1,800 square feet for 2 automobiles	2	1800
41 WINSLOW RD PARKING	HAMILTON CO	41 WINSLOW ROAD, #_CONDOMAIN, BROOKLINE, MA 02446	23,020 square feet for 30 automobiles	30	23020
413 HARVARD ST PARKING	HARVARD STREET II LLC C/O GELEMAN WALTER	411 HARVARD STREET, BROOKLINE, MA 02446	5,415 square feet for 9 automobiles	9	5415
43 WINCHESTER ST PARKING	BURROWS WILLIAM C & HELENE C	43 WINCHESTER STREET, BROOKLINE, MA 02446	2,190 square feet for 15 automobiles	15	2190
56 HARVARD AVE LLC	KAREN LANGSNER	56 HARVARD AVENUE, BROOKLINE, MA 02446	4,500 sq.ft for 14 cars	14	4500
60 KILSYTH RD PARKING	STEINBERG TRS HOWARD N & SHAINDY	60 KILSYTH ROAD, BROOKLINE, MA 02445	4,600 square feet for 16 automobiles	16	4600
637 WASHINGTON ST PARKING		637 WASHINGTON STREET, BROOKLINE, MA 02446	7,000 square feet for 25 automobiles	25	7000
66 HARVARD AVE PARKING	CARTER DUSTIN P & DIANE M	66 HARVARD AVENUE, BROOKLINE, MA 02446	7,634 square feet for 5 automobiles	5	7634
72 FRANCIS ST PARKING	JONES GARY D & MARSHA SALTER	72 FRANCIS STREET, BROOKLINE, MA 02446	5,900 square feet for 8 automobiles	8	5900
72 St. Paul St		72 SAINT PAUL STREET, #0, BROOKLINE, MA 02446	10,000 sq ft for 2 ZIP CARS	2	10000
76 WINCHESTER ST PARKING	SANDER MARCEL & DANIEL C/O SANDER MARCEL & DANIEL	76 WINCHESTER STREET, BROOKLINE, MA 02446	4,500 square feet for 9 automobiles	9	4500
766 COMMONWEALTH AVE PARKING	TRUSTEES OF BOSTON UNIVERSITY	766 COMMONWEALTH AVENUE, BROOKLINE, MA 02446	31,657 square feet for 106 automobiles	106	31657
77 MARION ST PARKING	NORDBLOM MANAGEMENT CO	77 MARION STREET, BROOKLINE, MA 02446	5,168 square feet for 9 automobiles	9	5168
80 WINCHESTER ST PARKING	CROSIER PRENTICE & JULIANNA	80 WINCHESTER STREET, BROOKLINE, MA 02446	5,000 square feet for 5 automobiles	5	5000
800 BOYLSTON STREET	CHRISTINE DIARBARKLEY	800 BOYLSTON STREET, BROOKLINE, MA 02467	6,000 sq. ft. for 9 cars	9	6000
94 BEACONSFIELD RD PARKING	FRED BEACON LLC	94 BEACONSFIELD ROAD, #_CONDOMAIN, BROOKLINE, MA 02445	7,500 square feet for 15 automobiles	15	7500
HAMILTON CO. 19 WINCHESTER ST	HAMILTON CO	19 WINCHESTER ST, #PARKING / 50 CENTRE ST	11,000 sq ft for 4 ZIP CARS	4	11000
HAMILTON CO. 235 CYPRESS ST	HAMILTON CO	235 CYPRESS ST	31,500 sq ft for 4 ZIP Cars	4	31500
Longwood Guest House	LONGWOOD INN	83 LONGWOOD AVENUE, BROOKLINE, MA 02446	10,000 square feet for 27 automobiles	27	10000
Preferred Realty Corporation - 724 Washington St.	PREFERRED REALTY	724 WASHINGTON STREET, BROOKLINE, MA 02446	30,000 sq. ft. for 5 Zip Cars	5	30000
Preferred Realty-251 Harvard St.	PREFERRED REALTY	251 HARVARD STREET, BROOKLINE, MA 02446	12,000 sq ft for 1 ZIP CAR	1	12000
Rawson Road Parking	RAWSON ROAD	195 RAWSON ROAD, BROOKLINE, MA 02445	10,240 square feet for 20 automobiles	20	10240
ST. PAUL ST PARKING - 12 ST PAUL ST	ST. PAUL MANOR LAWRENCE HORLICK, TREAS.	2 SAINT PAUL STREET, #_CONDOMAIN, BROOKLINE, MA 02446	14,862 square feet for 37 automobiles	37	14862
United Parish in Brookline	UNITED PARISH IN BROOKLINE	210 HARVARD STREET, BROOKLINE, MA 02446	3,200 Sq. Ft. for 14 cars	14	3200
VFW American Legion Brookline Post 11	VFW - POST 11	386 WASHINGTON STREET, BROOKLINE, MA 02445	10,000 sq. ft. and 9 cars	9	10000

**NEW ALL ALCOHOL BEVERAGES LICENSE/ ALTERNATE
MANAGER**

Applicant: Seoul Society Inc.
DBA: Fiya Chicken
Location: 1024A Commonwealth Ave

Application Details:

Question of approving the application of an All Alcoholic Beverages License for Seoul Society Inc. d/b/a Fiya Chicken at 1024A Commonwealth Ave. Proposed manager of record is Timothy K Liu. Proposed Operating Hours are Monday – Sunday 11:00AM – 2:00AM. Proposed Alcoholic beverage service hours are Monday – Sunday 11:00AM – 2:00AM.

Question of approving the application of an Alternate Manager, Raymond Lee, for Seoul Society Inc. d/b/a Fiya Chicken at 1024A Commonwealth Ave

Reports (Attached):

Police Department (Approved)

Checklist for Alcohol License



- ☐ Cover Letter for Application with list of enclosed documents with page numbers
 - ☒ Filing Fee receipt paid to the Alcoholic Beverages Control Commission
 - ☒ Monetary Transmittal Form
 - ☒ Check for \$10.50 Legal Ads (**Newspaper Notice Must Be Made Within 10 Days of Hearing**)
 - ☒ Check for 5% of license filing fee (**New Applications**)
 - ☒ New Retail Application
 - ☒ Manager Application
 - ☒ Vote of Corporate Board
 - ☒ **CORI Authorization Form** for proposed manager of record and ANY individuals with direct or indirect beneficial or financial interest in the proposed license
 - ☒ Proof of Citizenship for proposed manager of record
 - ☒ Business Structure Documents
 - o If Sole Proprietor, **Business Certificate**
 - o If Partnership, **Partnership Agreement**
 - o If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth
 - ☒ Supporting Financial Records
 - ☒ Floor Plans
 - ☒ Legal Right to Occupy, a lease or deed
 - ☒ Business Certificate (Town Clerk's Office) *To come*
 - ☐ General and Liquor Liability Insurance Certificate
 - ☒ Workers' Compensation Insurance Affidavit
 - ☒ Common Victualler or Package Store Application
 - ☒ Entertainment Application (if applicable)
 - ☒ Alternate Manager Application (if applicable)
 - ☒ Outdoor Seating Application (if applicable)
-
- ☐ Abutter Notification (**Must be sent by CERTIFIED MAIL**)
 - ☐ Copy of Legal Ad
 - ☒ Report from Brookline Police
 - ☒ Report from Building
 - ☒ Report from Fire
 - ☒ Report from Health



MARK P. MORGAN
ACTING CHIEF OF POLICE

BROOKLINE POLICE DEPARTMENT

Brookline, Massachusetts

TO: Acting Chief Mark P. Morgan

FROM: Lt. Michael P. Murphy #31

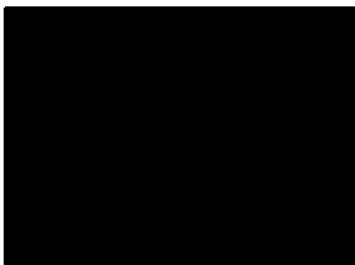
DATE: 1 June 2021

RE: Seoul Society Inc., d/b/a Fiya Chicken, 1024A Commonwealth Ave., Brookline, MA. 02215, Request for a new All Alcoholic Beverage License, Manager of Record, Amend Entertainment License and add Alt. Manager

Sir,

Seoul Society Inc., d/b/a Fiya Chicken, 1024A Commonwealth Ave., Brookline, MA. 02215, has applied for the approval of a new On-Premises s.12-Restaurant, All Alcohol Beverage license. Fiya Chicken is currently open as a Korean restaurant serving specialty chicken. Mr. Raymond Lee, as applicant and co-owner would like the Manager of Record to be co-owner Timothy Liu. He also requests the approval of himself as the Alternate Manager. The proposed hours of operation will be Monday – Sunday, 11:00 am – 2:00 am. The proposed hours for alcohol service will also be Monday – Sunday, 11:00am – 2:00 am.

Mr. Raymond Lee



Co-Owner (30%)
Proposed Alternate Manager

Mr. Lee is a graduate of SUNY-Binghamton and obtained an MBA from Columbia University. He is a US citizen over 21 years of age and has an active Massachusetts driver's license. Mr. Lee has provided a safe service of alcohol certificate and along with his crowd manager certification.

Mr. Lee has yet to submit to the Brookline Police Department a full set of fingerprints for the purpose of conducting a criminal background check. This is due to the COVID-19 crises and the Police Department's previous policy against in-person fingerprinting. Fingerprinting has resumed as of June 1st,



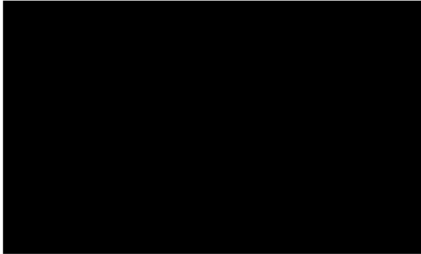
Public Safety Building, 350 Washington Street, Brookline, Massachusetts 02445
Telephone (617) 730-2249 ♦ Facsimile (617) 730-8454

9.A.

2021 and Mr. Lee has been instructed to make an appointment. If any negative information is revealed through fingerprints, a supplemental report will be submitted.

A check of our Master Name Record system reveals no contacts with Mr. Lee. A query of other applicable law enforcement databases reveals no information that would disqualify him from being named as the Alternate Manager of Record.

Timothy K. Liu



Co-Owner (40%)
Proposed Manager of Record

Mr. Liu a US citizen over 21 years of age and as proof provided a U.S. Passport and active Massachusetts Driver's License. He is a graduate of Randolph High School and the University of Massachusetts-Amherst.

A check of our Department Master Name record system does not reveal any contacts with Mr. Liu. A query of other applicable law enforcement databases reveals no other information that would disqualify Mr. Liu from this process. He had one arrest in Amherst, MA during college for alcohol related offenses that were later dismissed. If any other negative information is found after fingerprinting, a special report will be submitted.

Mr. Liu has provided a safe service of alcohol and crowd manager certification paperwork. He has also provided three letters of reference about his character and business acumen.

Mr. Liu has yet to submit to the Brookline Police Department a full set of fingerprints for the purpose of conducting a criminal background check. This is due to the COVID-19 crises and the Police Department's current policy against in-person fingerprinting. Fingerprinting has resumed as of June 1st, 2021 and Mr. Liu has been instructed to schedule an appointment. If any negative information is revealed through fingerprints, a supplemental report will be submitted.

I have sent both Mr. Liu and Mr. Lee the Town's Sales of Alcoholic Beverages Regulations, the highlights of those regulations. I will meet with them at a later date, prior to alcohol service, to review the regulations and what is expected during an administrative inspection.

Also included in the application was a vote of the corporate board on March 18, 2021 naming Mr. Liu as the authorized signatory and proposed Liquor License Manager of FIYA Chicken. The property, located at 1024A Commonwealth Ave., Brookline, MA 02215, and is leased until December 31, 2035.



Public Safety Building, 350 Washington Street, Brookline, Massachusetts 02445
Telephone (617) 730-2249 ♦ Facsimile (617) 730-8454

9.A.

Mr. Joe Deng Co-Owner (30%)



A check of our Department Master Name record system does not reveal any contacts with Mr. Deng. A query of other applicable law enforcement databases reveals no other information that would disqualify Mr. Deng from this process. If any other negative information is found after fingerprinting, a special report will be submitted.

Mr. Deng has yet to submit to the Brookline Police Department a full set of fingerprints for the purpose of conducting a criminal background check. This is due to the COVID-19 crises and the Police Department's current policy against in-person fingerprinting. Fingerprinting has resumed as of June 1st, 2021 and Mr. Deng has been instructed to schedule an appointment. If any negative information is revealed through fingerprints, a supplemental report will be submitted. Mr. Deng will not be part of the day to day operations of FIYA Chicken.

Mr. Deng had a previous All Kinds Alcohol license in Brookline for the Limoo Tea Bar, 1032 Commonwealth Ave, Brookline. However the restaurant closed in December of 2016. There were no issues with the previous license.

At this time, I see no reason to deny this application for a new All Alcohol Beverage License for Fiya Chicken or for Mr. Kenneth Liu to be named as Manager of Record. I have no objection for Mr. Raymond Lee being named as an Alternate Manager.

Respectfully submitted,
Lt. Michael P. Murphy #31



Public Safety Building, 350 Washington Street, Brookline, Massachusetts 02445
Telephone (617) 730-2249 ♦ Facsimile (617) 730-8454

VOTE OF CORPORATIONDATE: 1/02/2021AT A MEETING OF THE BOARD OF DIRECTORS OF Seoul Society INCHELD AT: 1:30PMON: SaturdayIT WAS DULY VOTED THAT THE CORPORATION APPLY TO THE LICENSING BOARD FOR THE
TOWN OF BROOKLINE FOR AOn-Premise Full liquor license

(TYPE OF LICENSE)

FOR THE YEAR 2021 TO BE EXERCISED ON THE PREMISES LOCATED AT
1024A Commonwealth Ave Boston MA 02215VOTED: TO AUTHORIZE Raymond Lee TO
SIGNTHE APPLICATION FOR THE LICENSES IN THE NAME OF Seoul Society INCAND TO EXECUTE ON ITS
BEHALF ANY NECESSARY PAPERS, AND TO DO ALL THINGS REQUIRED RELATIVE TO THE
GRANTING OF THE LICENSE.

THIS CORPORATION HAS _____ BEEN RESOLVED.

A TRUE COPY

ATTEST: _____

CLERK

9.A.



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3, Chelsea, MA 02150
www.mass.gov/abcc

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM**

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL
LICENSING AUTHORITY.

ECRT CODE: RETA

Please make \$200.00 payment here: <https://www.mass.gov/epay-for-online-payments-abcc>

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL

EPAY CONFIRMATION NUMBER

de9dde71-8c0f-4898-9a1c-4

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

ENTITY/ LICENSEE NAME Seoul Society INC

ADDRESS 1024 Commonwealth Ave

CITY/TOWN Boston

STATE MA

ZIP CODE 02215

For the following transactions (Check all that apply):

- | | | | |
|--|---|---|---|
| <input checked="" type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | <input type="checkbox"/> Other | | <input type="checkbox"/> Change of DBA |

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS
TRANSMITTAL FORM ALONG WITH
COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

ALCOHOLIC BEVERAGES CONTROL COMMISSION
95 Fourth Street, Suite 3
Chelsea, MA 02150-2358

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

Your account has been billed for the following transaction. You will receive a receipt via email and via text message.

**Transaction Processed Successfully.****INVOICE #: de9dde71-8c0f-4898-9a1c-4569dcc1da14**

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	FIYA Chicken	\$200.00
		\$200.00

Total Convenience Fee: \$0.35

Date Paid: 2/22/2021 6:11:47 PM EDT

Total Amount Paid: \$200.35

Payment On Behalf Of

License Number or Business Name:
FIYA Chicken**Fee Type:**
FILING FEES-RETAIL

Billing Information

First Name:
Raymond**Last Name:**
Lee**Address:**
1024A Commonwealth Ave**City:**
Boston**State:**
MA**Zip Code:**
02215**Email Address:**
fiyachicken@gmail.com



9.A.
Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114

DEBORAH B. GOLDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	LICENSEE NAME: Seoul Society INC	CITY/TOWN: Brookline
---	----------------------------------	----------------------

APPLICANT INFORMATION

LAST NAME: Liu	FIRST NAME: Timothy	MIDDLE NAME: K
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH: MA
DATE OF BIRTH:	SSN:	ID THEFT INDEX PIN (IF APPLICABLE):
MOTHER'S MAIDEN NAME: NG	DRIVER'S LICENSE #:	STATE LIC. ISSUED: Massachusetts
GENDER: MALE	HEIGHT: 5 10	WEIGHT: 260 EYE COLOR: brown
CURRENT ADDRESS: 24 Alward Dr.		
CITY/TOWN: Randolph	STATE: MA	ZIP: 02368
FORMER ADDRESS:		
CITY/TOWN:	STATE:	ZIP:

PRINT AND SIGN

PRINTED NAME: Timothy K. Liu	APPLICANT/EMPLOYEE SIGNATURE:
------------------------------	-------------------------------

NOTARY INFORMATION

On this 03/19/21	before me, the undersigned notary public, personally appeared Timothy Liu
(name of document signer), proved to me through satisfactory evidence of identification, which were MA Drivers License	
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.	
 NOTARY	

DIVISION USE ONLY

REQUESTED BY:	SIGNATURE OF CORI-AUTHORIZED EMPLOYEE
---------------	---------------------------------------

The DCJ Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identify Theft PIN Number by the DCJ. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCJ via mail or by fax to (617) 660-4614.

9.A.

The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
www.mass.gov/abcc

APPLICATION FOR A NEW LICENSEMunicipality **1. LICENSE CLASSIFICATION INFORMATION**

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
<input type="text" value="On-Premises-12"/>	<input type="text" value="§12 Restaurant"/>	<input type="text" value="All Alcoholic Beverages"/>	<input type="text" value="Annual"/>

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

Serving cocktails with korean fried chicken. We will also be serving beer as well.

Is this license application pursuant to special legislation?

☐ Yes ☒ NoChapter Acts of **2. BUSINESS ENTITY INFORMATION**

The entity that will be issued the license and have operational control of the premises.

Entity Name	<input type="text" value="Seoul Society INC"/>	FEIN	<input type="text" value="REDACTED"/>
DBA	<input type="text" value="FIYA Chicken"/>	Manager of Record	<input type="text" value="Timothy K Liu"/>
Street Address	<input type="text" value="1024A Commonwealth Ave Boston MA 02215"/>		
Phone	<input type="text" value="6172088350"/>	Email	<input type="text" value="fiyachicken@gmail.com"/>
Alternative Phone	<input type="text" value="7186667214"/>	Website	<input type="text" value="fiyachicken.com"/>

3. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

Three floors

Basement: 1900 sq ft - used for just storage and utility meters

Ground Floor: 1950 Sq ft - 900 sq ft for customer's dining area. 1050 sq ft for kitchen space

Mezzanine: 300 sq ft - storage and office space

Total Square Footage:	<input type="text" value="1950 sq ft"/>	Number of Entrances:	<input type="text" value="1"/>	Seating Capacity:	<input type="text" value="21"/>
Number of Floors	<input type="text" value="3"/>	Number of Exits:	<input type="text" value="2"/>	Occupancy Number:	<input type="text" value="29"/>

4. APPLICATION CONTACT

The application contact is the person whom the licensing authorities should contact regarding this application.

Name:	<input type="text" value="Raymond Lee"/>	Phone:	<input type="text" value="7186667214"/>
Title:	<input type="text" value="owner"/>	Email:	<input type="text" value="rlee111@gmail.com"/>

1

APPLICATION FOR A NEW LICENSE

5. CORPORATE STRUCTURE

Entity Legal Structure	Corporation	Date of Incorporation	08-28-2020
State of Incorporation	Massachusetts	Is the Corporation publicly traded?	<input type="radio"/> Yes <input checked="" type="radio"/> No

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:
On Premises (E.g. Restaurant/ Club/Hotel) Directors or LLC Managers - At least 50% must be US citizens;
Off Premises (Liquor Store) Directors or LLC Managers - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal	Residential Address	SSN	DOB
Raymond Lee			

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Owner	30	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Joe Deng			

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Owner	30	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Timothy K Liu			

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Owner	40	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Additional pages attached? ☐ Yes ☒ No

CRIMINAL HISTORY

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☒ No

APPLICATION FOR A NEW LICENSE

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes ☒ No ☐
If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality
Limoo Tea Bar INC	On- premise restaurant	Limoo Tea Bar	Brookline

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled?

Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

7. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

- If the applicant entity owns the premises, a deed is required.
- If leasing or renting the premises, a signed copy of the lease is required.
- If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.
- If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises

Lease

Landlord Name Scott Ravelson

Landlord Phone 781-718-2340

Landlord Email scott@corbenproperties.com

Landlord Address 22 Comeau Street, Wellesley, MA 02481

Lease Beginning Date 10-01-2020

Rent per Month 9300

Lease Ending Date 10-01-2031

Rent per Year 111,600

Will the Landlord receive revenue based on percentage of alcohol sales?

☐ Yes ☒ No

9.A.

APPLICATION FOR A NEW LICENSE

8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	
B. Purchase Price for Business Assets	
C. Other * (Please specify below)	4100
D. Total Cost	4100

*Other Cost(s): (i.e. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):"

SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
Seoul Society INC - Chase	4100
Total	4100

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

FINANCIAL INFORMATION

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

paying for the yearly fee as per the schedule fee located on the brookline website.

<https://www.brooklinema.gov/365/License-Fee-Schedule>

9. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? ☐ Yes ☒ No

Please indicate what you are seeking to pledge (check all that apply) ☐ License ☐ Stock ☐ Inventory

To whom is the pledge being made?

10. MANAGER APPLICATION**A. MANAGER INFORMATION**

The individual that has been appointed to manage and control the licensed business and premises.

Proposed Manager Name Date of Birth SSN

Residential Address

Email Phone

Please indicate how many hours per week you intend to be on the licensed premises

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?*

☒ Yes ☐ No *Manager must be a U.S. Citizen

If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

Have you ever been convicted of a state, federal, or military crime?

☐ Yes ☒ No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
01/2010	01/2012	Supervisor	Lime Red Teahouse	Raymond Lee
01/2012	01/2015	Manager	Starbucks	
01/2015	CURRENT	Manager	Caffe Nero	

D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? ☐ Yes ☒ No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature Date

11. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement?

☐ Yes ☒ No

If yes, please fill out section 11.

Please provide a narrative overview of the Management Agreement. Attach additional pages, if necessary.

IMPORTANT NOTE: A management agreement is where a licensee authorizes a third party to control the daily operations of the license premises, while retaining ultimate control over the license, through a written contract. *This does not pertain to a liquor license manager that is employed directly by the entity.*

11A. MANAGEMENT ENTITY

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in the management Entity (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name	Address	Phone		
<input type="text"/>	<input type="text"/>	<input type="text"/>		
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?

☐ Yes ☐ No

If yes, attach an affidavit providing the details of any and all convictions.

11B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES**LICENSE**

Does any individual or entity identified in question 11A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

11C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 11A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

11D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 11A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Licensee Name	License Type	Municipality	Date(s) of Agreement

11E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Has any of the disclosed licenses listed in questions in section 11B, 11C, 11D ever been suspended, revoked or cancelled?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

11F. TERMS OF AGREEMENT

a. Does the agreement provide for termination by the licensee?

Yes ☐ No ☐

b. Will the licensee retain control of the business finances?

Yes ☐ No ☐

c. Does the management entity handle the payroll for the business?

Yes ☐ No ☐

d. Management Term Begin Date

e. Management Term End Date

f. How will the management company be compensated by the licensee? (check all that apply)

☐ \$ per month/year (indicate amount)

☐ % of alcohol sales (indicate percentage)

☐ % of overall sales (indicate percentage)

☐ other (please explain)

ABCC Licensee Officer/LLC Manager

Signature:

Title:

Date:

Management Agreement Entity Officer/LLC Manager

Signature:

Title:

Date:

9.A.

ADDITIONAL INFORMATION

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.

APPLICANT'S STATEMENT

I, Raymond Lee the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP manager
 Authorized Signatory

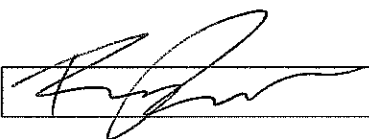
of Seoul Society INC
 Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature:



Date: 01/02/2021

Title:

Owner

CORPORATE VOTE

The Board of Directors or LLC Managers of Seoul Society INC
Entity Name
 duly voted to apply to the Licensing Authority of Brookline and the
City/Town
 Commonwealth of Massachusetts Alcoholic Beverages Control Commission on 01/02/2021
Date of Meeting

For the following transactions (Check all that apply):

- | | | | |
|--|---|---|---|
| <input checked="" type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | <input type="checkbox"/> Other <u> </u> | <input type="checkbox"/> Change of DBA | |

"VOTED: To authorize

Raymond Lee

Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

"VOTED: To appoint

Timothy K Liu

Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,



Corporate Officer /LLC Manager Signature

Raymond Lee

(Print Name)

For Corporations ONLY

A true copy attest,

Corporation Clerk's Signature

(Print Name)

ADDENDUM A**6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST (Continued...)**

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name		Percentage of Ownership in Entity being Licensed (Write "NA" if this is the entity being licensed)	
<input type="text"/>		<input type="text"/>	

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

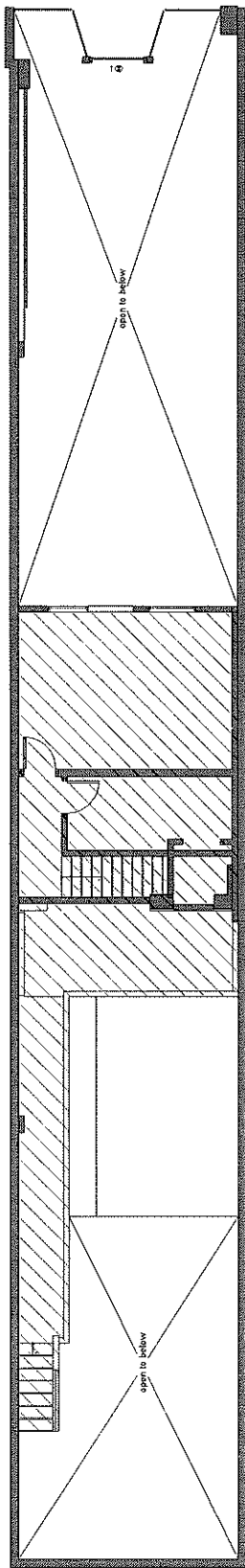
Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

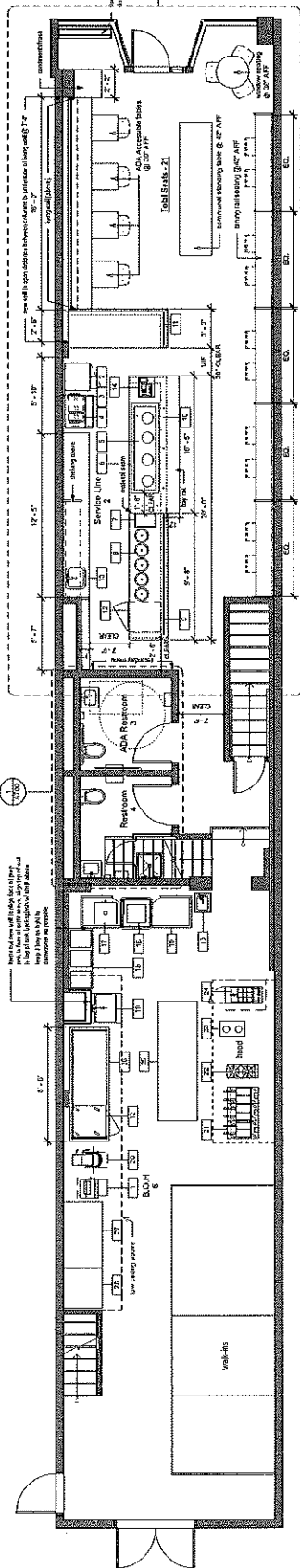
CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?
If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☐ No



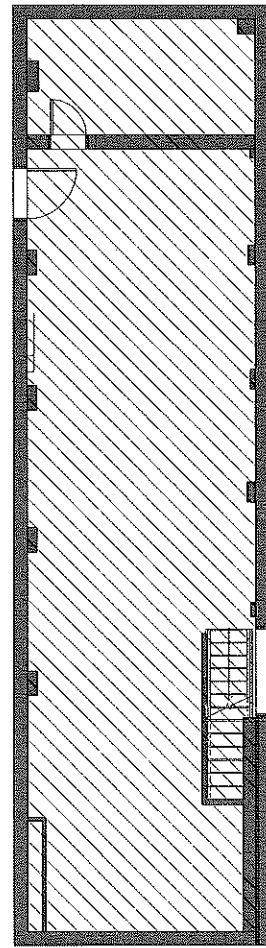
② Second Level Floor Plan
1/4" = 1'-0"



③ Ground Level Floor Plan
1/4" = 1'-0"

EQUIPMENT KEY	
1. PANCAKE GRIDDLE	remains from license
2. GLASS DOOR DISPLAY FRIDGE	
3. ICE MACHINE	
4. COFFEE MAKER	
5. SINK	
6. HOT WATER	
7. HOT WATER	
8. HOT WATER	
9. HOT WATER	
10. HOT WATER	
11. HOT WATER	
12. HOT WATER	
13. HOT WATER	
14. HOT WATER	
15. HOT WATER	
16. HOT WATER	
17. HOT WATER	
18. HOT WATER	
19. HOT WATER	
20. HOT WATER	
21. HOT WATER	
22. HOT WATER	
23. HOT WATER	
24. HOT WATER	
25. HOT WATER	
26. HOT WATER	
27. HOT WATER	
28. HOT WATER	

CONSTRUCTION LEGEND	
EXISTING CONSTRUCTION TO REMAIN	
NEW CONSTRUCTION	
EXISTING DOOR	
EXISTING DOOR ASSEMBLY TO REMAIN	
EXISTING DOOR ASSEMBLY TO BE REMOVED	
NEW DOOR ASSEMBLY	
NOT IN SCOPE	



④ Basement Level Floor Plan
1/4" = 1'-0"

For Permit

Project Name
LOVE ART LOON

Address
1025 Commonwealth Ave. Boston, MA 02215

Architect
JOE THE ARCHITECT

Project No.
A110

Scale
1/4" = 1'-0"

Sheet No.
A110

Project No.
A110

Project No.
A110

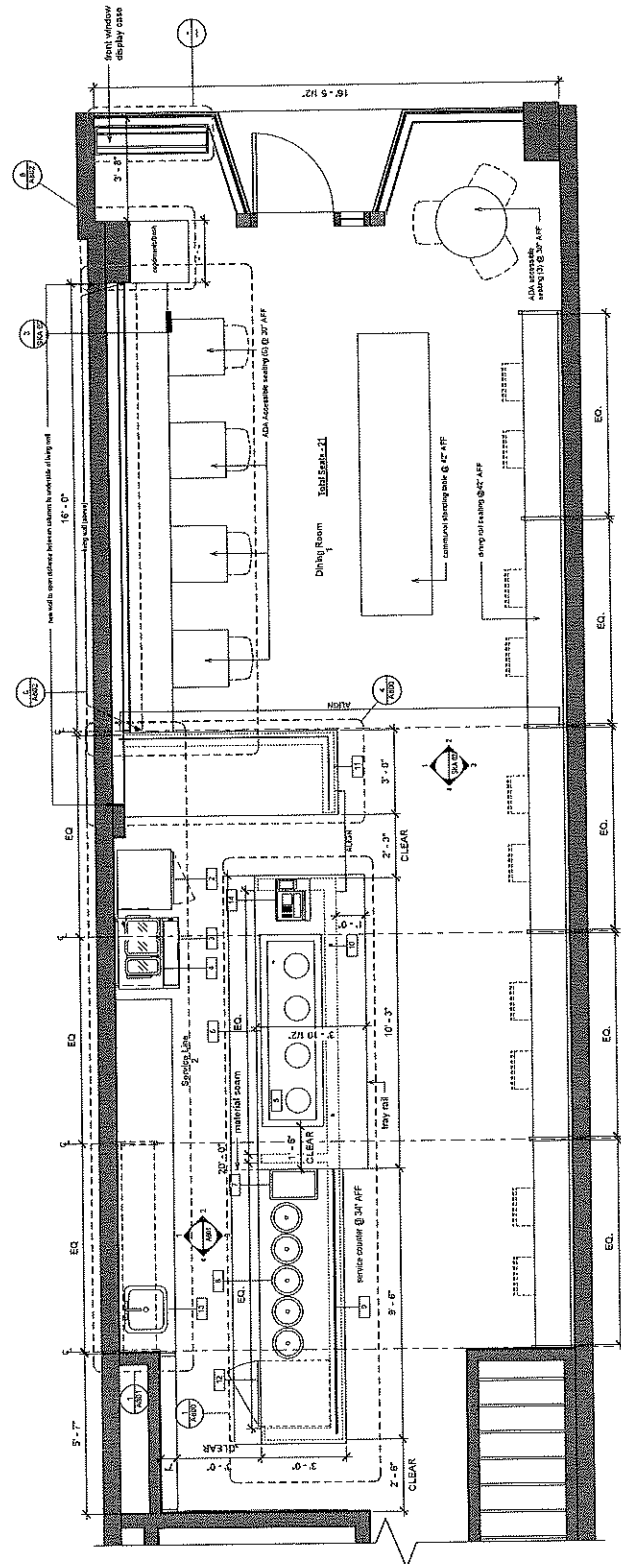
Project No.
A110

Project No.
A110

Project No.
A110

COMPONENT KEY

1	PANCAKE GRIDDLE	unfired (10' x 20')
2	GLASS DOOR DISPLAY FRIDGE	
3	ICE MACHINE	
4	DRINK DISPENSER	
5	COFFEE DISPENSER	
6	HOT TAP	
7	HOT TAP PAN	
8	SOUP WELL	
9	CUSTOM SHEET GUARD	
10	CUSTOM SHEET GUARD	
11	CUSTOM SHEET GUARD	
12	UNDERCOUNTER FRIDGE	
13	HAND SINK	
14	3" x 6" SINK	
15	3" x 6" SINK	
16	DISH WASHER	
17	DISH TABLE (LEFT)	
18	3" x 6" SINK	
19	3" x 6" SINK	
20	3" x 6" SINK	
21	DOUBLE BAY FRYER	
22	DOUBLE BAY FRYER	
23	HOT WATER KEEPER	
24	PREP TABLE (5' x 10')	
25	PREP TABLE (5' x 10')	
26	PREP TABLE (5' x 10')	
27	PREP TABLE (5' x 10')	
28	PREP TABLE (5' x 10')	



① Enlarged Dining Room Floor Plan
1/2" = 1'-0"

For Permit

Builder: **Buildings Construction LLC**

Address: **84 Maymont Street, Portland, ME 02370**

Project: **LOVE ART UDON**

Address: **1021 Commonwealth Ave, Boston, MA 02215**

Architect: **JOE THE ARCHITECT**

Address: **20 Wood Street, Suite 42, Portland, ME 04101**

Phone: **207.633.1000**

Email: **joe@joethearchitect.com**

Website: **www.joethearchitect.com**

JOE THE ARCHITECT

Project: **Enlarged Dining Room Floor Plan**

Scale: **1/2" = 1'-0"**

Sheet: **A111**

Revision: **1**



9.A.
Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114

DEBORAH B. GOLDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	LICENSEE NAME:	CITY/TOWN:
---	----------------	------------

APPLICANT INFORMATION

LAST NAME:	Deng	FIRST NAME:	Joe	MIDDLE NAME:				
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	New York, USA					
DATE OF BIRTH:		SSN:		ID THEFT INDEX PIN (IF APPLICABLE):				
MOTHER'S MAIDEN NAME:	Mai	DRIVER'S LICENSE #:		STATE LIC. ISSUED:	Massachusetts			
GENDER:	MALE	HEIGHT:	5	10	WEIGHT:	190	EYE COLOR:	Brown
CURRENT ADDRESS:								
CITY/TOWN:	Amherst	STATE:	MA	ZIP:	01002			
FORMER ADDRESS:								
CITY/TOWN:		STATE:		ZIP:				

PRINT AND SIGN

PRINTED NAME:	Joe Deng	APPLICANT/EMPLOYEE SIGNATURE:	<i>Joe Deng</i>
---------------	----------	-------------------------------	-----------------

NOTARY INFORMATION

On this	3/3/2021	before me, the undersigned notary public, personally appeared	Joe Deng
(name of document signer), proved to me through satisfactory evidence of identification, which were		MADL	
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.			

DIVISION USE ONLY

REQUESTED BY:	
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE	

The DCI Identity Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCI. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. All CORI request forms that include this field are required to be submitted to the DCI via mail or by fax to (617) 660-4614.

9.A.



Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114

DEBORAH B. GOLDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

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ABCC LICENSE INFORMATION

ABCC NUMBER: (IF EXISTING LICENSEE)		LICENSEE NAME: Seoul Society INC	CITY/TOWN: Brookline
--	--	----------------------------------	----------------------

APPLICANT INFORMATION

LAST NAME: Lee	FIRST NAME: Raymond	MIDDLE NAME:
MAIDEN NAME OR ALIAS (IF APPLICABLE):	PLACE OF BIRTH: NYC	
DATE OF BIRTH:	SSN:	ID THEFT INDEX PIN (IF APPLICABLE):
MOTHER'S MAIDEN NAME: Huang	DRIVER'S LICENSE #:	STATE LIC. ISSUED: Alabama
GENDER: MALE	HEIGHT: 5 10	WEIGHT: 170
EYE COLOR: brown		
CURRENT ADDRESS:		
CITY/TOWN: Boston	STATE: MA	ZIP: 02215
FORMER ADDRESS:		
CITY/TOWN:	STATE:	ZIP:

PRINT AND SIGN

PRINTED NAME: Raymond Lee	APPLICANT/EMPLOYEE SIGNATURE:
---------------------------	-------------------------------

NOTARY INFORMATION

On this April 1st 2021 before me, the undersigned notary public, personally appeared Raymond Lee
(name of document signer), proved to me through satisfactory evidence of identification, which were MA DL
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

SAMANTHA RICHE
Notary Public
Massachusetts
My Commission Expires
Mar 23, 2023

NOTARY

DIVISION USE ONLY

REQUESTED BY:	
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE	

The DCI Identify Theft Index pin Number is to be completed by those applicants that have been issued an Identify Theft PIN Number by the DCI. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. All CORI request forms that include this field are required to be submitted to the DCI via email or by fax to (617) 660-4614.



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$250.00

Secretary of the Commonwealth, Corporations Division
 One Ashburton Place, 17th floor
 Boston, MA 02108-1512
 Telephone: (617) 727-9640

Articles of Organization

(General Laws, Chapter 156D, Section 2.02; 950 CMR 113.16)

Identification Number: [REDACTED]

ARTICLE I

The exact name of the corporation is:

SEOUL SOCIETY INC

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

ARTICLE III

State the total number of shares and par value, if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding Num of Shares
		Num of Shares	Total Par Value	
CNP	\$0.00000	200	\$0.00	200

G.L. C156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. C156D Section 6.21 and the comments thereto.

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the Business Entity must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

ARTICLE VI

Other lawful provisions, and if there are no provisions, this article may be left blank.

Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.

ARTICLE VII

The effective date of organization and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a *later* effective date is desired, specify such date, which may not be later than the *90th day* after the articles are received for filing.

Later Effective Date: Time:

ARTICLE VIII

The information contained in Article VIII is not a permanent part of the Articles of Organization.

a.b. The street address of the initial registered office of the corporation in the commonwealth and the name of the initial registered agent at the registered office:

Name: RAYMOND LEE
 No. and Street: 1024 COMMONWEALTH AVENUE
 City or Town: BOSTON State: MA Zip: 02215 Country: USA

c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	RAYMOND LEE	1024 COMMONWEALTH AVENUE BOSTON, MA 02215 USA
TREASURER	TIMOTHY K LIU	1024 COMMONWEALTH AVENUE BOSTON, MA 02215 USA
SECRETARY	RAYMOND LEE	1024 COMMONWEALTH AVENUE BOSTON, MA 02215 USA
VICE PRESIDENT	JOE DENG	1024 COMMONWEALTH AVENUE BOSTON, MA 02215 USA
DIRECTOR	RAYMOND LEE	1024 COMMONWEALTH AVENUE BOSTON, MA 02215 USA

d. The fiscal year end (i.e., tax year) of the corporation:

July

e. A brief description of the type of business in which the corporation intends to engage:

RESTAURANT

f. The street address (post office boxes are not acceptable) of the principal office of the corporation:

No. and Street: 1024 COMMONWEALTH AVENUE
 City or Town: BOSTON State: MA Zip: 02215 Country: USA

g. Street address where the records of the corporation required to be kept in the Commonwealth are located (post office boxes are not acceptable):

No. and Street: 1024 COMMONWEALTH AVENUE
City or Town: BOSTON State: MA Zip: 02215 Country: USA

which is

☒ its principal office
☐ an office of its secretary/assistant secretary
☐ an office of its transfer agent
☐ its registered office

Signed this 28 Day of August, 2020 at 11:16:59 AM by the incorporator(s). *(If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)*

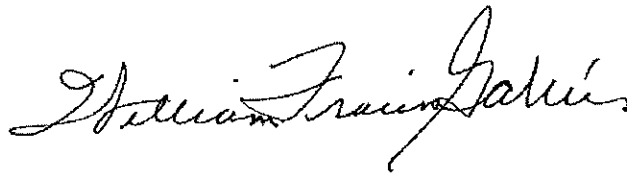
RAYMOND LEE

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THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

August 28, 2020 11:12 AM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive, flowing style with a large initial 'W'.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

LEASE COVER PAGE**1. Parties:**

1022 COMMONWEALTH LLC. with a business address of 22 Comeau Street, Wellesley, MA. 02481 ("Landlord") and SEOUL SOCIETY INC. DBA as FIYA CHICKEN with an address of 530 Western Ave. # 333, Boston, Ma. 021235 ("Tenant"). Tenant's obligations hereunder shall be personally Guaranteed by Raymond Lee with an address of 530 Western Ave # 333, Boston, Ma. 02135 and Timothy Liu with an address of 24 Alward Drive, Randolph, Ma. 02368.

2. Premises:

The 1,950 square feet ground level more or less, 300 sq.ft. mezzanine +or-, as well as 1,000 sq. ft.+or- of basement hereinafter called "the Premises" (1024A Commonwealth Ave.); a portion of the building located at 1022-1024 Commonwealth Ave, Brookline, 02115 Ma. sometimes hereinafter called "the Building". The Premises are shown on the Fine Associates Plan attached hereto and incorporated herein by reference.

3. Term; Ten Years (120 months) from Lease Commencement, October 01, 2020 thru 09/30/30, unless terminated as per Clause #11. The "Term" of this Lease shall commence on 10/01/20 or on an earlier Rent Commencement Date as defined herein but end on the Expiration Date of 09/30/30 unless extended or terminated pursuant to the terms hereof; provided, however, the parties understand and agree that the Lease and the respective obligations hereunder are in effect and binding on the parties upon the execution of the Lease by both parties.

4. Renewal Option: Renewal Term: Tenant shall have one Five (5) year Renewal option but Tenant must notify Landlord in writing on or before twelve (12) months prior to the Renewal Commencement Date.

Renewal Option Term: October 01, 2030 through September 30, 2035, pursuant to Section 2.01-2 of the Lease

5. Option to Purchase, Right of First Refusal: None

5/1/20

6. Rent Due: Rent Commencement Date is the earlier of the date Tenant first opens at the Premises for the purpose of conducting business with the general public, or 10/01/20 "Rent Commencement Date". Rent is paid in 12 equal monthly installments; paid the first day of the month starting "Rent Commencement Date".

Rent as shown herein is a Gross Rent which includes "Base Year" Building Real Estate Tax, Building Insurance and Building Maintenance (CAM).

Year 1...10/01/2020-09/30/2021: \$ 111,600 annually / \$ 9,300 monthly

Year 2...10/01/2021-09/30/2022; \$ 115,200 annually / \$ 9,600 monthly

Year 3...10/01/2022-09/30/2023: \$ 118,800 annually / \$ 9,900 monthly

Year 4...10/01/2023-09/30/2024: \$ 122,400 annually / \$ 10,200 monthly

Year 5 ...10/01/2024-09/30/2025: \$ 126,000 annually / \$ 10,500 monthly

Year 6 ...10/01/2025-09/30/2026: \$ 129,600 annually / \$ 10,800 monthly

Year 7 ...10/01/2026-09/30/2027: \$ 133,200 annually / \$ 11,100 monthly

Year 8 ...10/01/2027-09/30/2028: \$ 136,800 annually / \$ 11,400 monthly

Year 9 ...10/01/2028-09/30/2029: \$ 140,400 annually / \$ 11,700 monthly

Year 10 ..10/01/2029-09/30/2030: \$ 144,000 annually / \$ 12,000 monthly

Notwithstanding the rents defined herein, Tenant shall only be obligated to pay the higher of: 1. 15% of Gross sales generated from the use of the premises (including but not limited to all take out, delivery, catering, pickup or dining in) or 2. \$ 6,650 (plus increases in Additional Rent per # 7 below) per month until the earlier date of 05/01/21 or when the Commonwealth of Ma. and town of Brookline allows 100% restaurant occupancy. In no event shall Tenant be required to pay an average rent higher than the rent defined above in this Clause # 6 due to this percentage rent.

7. Additional Rent: As of "Rent Commencement Date" Tenant will pay 33 % (percent) of the increase cost over the "Base Year" Building Real Estate Tax, Insurance and Operating Expense CAM cost (Controllable/ Uncontrollable). Tenants increase of Controllable CAM cost over the Base Year (except snow / ice management which is not considered Controllable CAM) is capped thru 09/30/30 and included in the rents shown in # 6 above. Tenants Additional Rent is further defined in the body of the Lease in Section 2.01-3 hereof.

Additional Rent (NNN's): As of "Rent Commencement Date" 10/01/20, Tenant will pay its 33% pro-rata share of Common Area Maintenance, Real Estate Taxes and Insurance. Tenant's Base Year 33% (percent) of Real estate taxes are estimated at **(\$68,484 x 33%= \$ 22,600/ 12 = \$1,833 month)- (based on actual 2020 Fiscal Year thru 06/30/20)** and Building Insurance is estimated at **\$5,5160 x 33%= \$1,820/ 12=\$ 152 month (Actual Insurance thru 01/11/21).**

For future calculations of Renewal rent, the Controllable CAM (which includes management fees) and is included in the rents defined in Clause # 6 above) with no additional increases during the initial term thru 09/30/30 **Base Year is \$33,500 x 33%= \$ 11,055/12 months = \$ 921 monthly.**

Controllable CAM expenses are included in the Rent and are capped but for calculating said expense they shall be deemed to increase 3% annually over the previous year's expenses for the Initial Term. For the first year of the First Renewal Period, Controllable Cam will be considered and calculated to be set at the higher of the last year of the proceeding terms Controllable Cam expense plus 3% or the then CPI or the actual amount if higher as verified by Landlord. If said Controllable CAM expense increases remain capped at a fixed 3% or the cpi over the previous year's expenses, no accounting of the Controllable CAM will be required.

Snow/ ice Management is not included in Controllable CAM and is considered Uncontrollable Cam and paid on a pro-rata share by tenant. Tenants Additional Rent including Non- Controllable CAM is further defined in the body of the Lease in Section 2.01-3 hereof.

8. Utility Charges: Upon Lease Commencement Date, all utilities will be paid by Tenant directly to said utility provider. Utilities are separately metered except water and sewer which is sub-metered and billed by Landlord and paid monthly to the Landlord by Tenant with each month's rent payment, based on one-twelfth (1/12) of the Tenants estimated use. The Tenant shall pay Landlord \$300.00 monthly and the parties shall make a bi annual adjustment of any difference between the amount due and the amount paid based on tenants actual use and adjust said future monthly estimated amounts to be paid. Landlord does not warranty that the existing utilities are sufficient for Tenant's specific

business, thus it is Tenant's responsibility at Tenant's sole cost and expense to upgrade the same if required for Tenant's Use.

9. Condition of Premises: Landlord shall deliver the Premises to Tenant on or before the Rent Commencement Date of 10/01/20 in a broom-clean "As Is" condition. Premises and fixtures must be inspected by the Tenant on or before 09/15/20. The Tenant will have two (2) business days after Landlord's notice to Tenant that Tenant must inspect the premises, and accept possession of the Premises in writing or notify Landlord in writing of any issues that need to be corrected (with a written punch list). Landlord will have until 10/01/20 to correct the issues noted, however the Tenant is required to inspect, and either accept or not accept Possession in writing as defined herein, within (2) business days of each subsequent Landlord notice that said punch list has been completed. Upon the Landlord receipt of Tenant acceptance notice the Premises will be considered Delivered "As Is" by the Landlord.

Any and all improvements within the Tenant's Premises are at the Tenants sole cost and expense as further defined in section 1.06. The Landlord will warranty the existing HVAC units for 6 months after Landlord provides one time notice to Tenant prior to Rent Commencement Date that the same has been serviced for routine maintenance and any maintenance issues have been resolved; however Landlord does not warranty that said HVAC or duct work is sufficient for or located to accommodate Tenants specific use or layout.

10. Landlord Future Construction : Landlord reserves the right to repair, renovate, remodel, or build additions above, below or around the Premises or otherwise expand the Building, including but not limited to the construction of or the build-out of any and all space leased to other tenants in the Building, whether performed by such other tenants or Landlord, at any time during this Lease or any Extension. All of the foregoing described repair and construction related activities are hereinafter collectively referred to as "Future Construction." Such Future Construction shall be at Landlord's sole option, and at Landlord's sole cost and expense, with reasonable notice to Tenant. Landlord will use its best efforts to cause minimal interference to Tenant's business. Landlord, except in case of emergency repairs will use its best efforts to give Tenant 5 days notice if said repairs will cause disturbance to Tenants business

Future Construction shall also include the right of Landlord to perform construction work within the Premises or otherwise affecting the Premises. To the extent that Future Construction results in only minor and temporary disturbance or inconvenience to Tenant's occupancy of the Premises, then Tenant's obligations

remain as stated in this Lease. Landlord will use its best efforts to cause minimal interference to Tenants business.

11. Future Development and Right to Terminate: Landlord will have the right as of 09/30/25 (or anytime after 09/30/25) to develop the Building; hereinafter called Landlord's right of "Future Development". Said Landlord's right of Future Development includes but is not limited to, the Landlord right to take back a portion of the Premises on a temporary or permanent basis, and to perform construction within the Tenant's Premises or in the Building that could result in major disruption to Tenant's occupancy of the Premises.

Landlord will have the right of Future Development and to perform said construction, or taking as defined herein but Landlord will seek to reasonably modify the lease and or adjust the rent hereunder in proportion to said taking or such disturbance to Tenant's occupancy. If Landlord and Tenant can not reach a mutual agreement on the modifications to this Lease, including the possible adjustment in rent that would be considered reasonable due to the Landlord's proposed Future Development, then within 45 days of such written notice from Landlord of said Future Development and proposed Lease modifications and adjustments to rent, either the Landlord or Tenant shall have the right to terminate the Lease by giving the other party 12 months notice in writing of termination hereafter called "Right of Early Termination". This is the Tenant's exclusive (one time only) "Right of Early Termination" which can only be exercised after Landlord's written notice of said Future Development as defined herein.

Notwithstanding the foregoing,, if the Landlord seeks to either demolish the Premises or if Landlord in its sole judgment deems that the Future Development would unreasonably disturb Tenant's occupancy then Landlord reserves the exclusive right to terminate this Lease (hereinafter called "Landlord's Exclusive Right of Early Termination") at Landlord's sole exclusive option on or after 09/30/25, with or without attempts to modify the Lease or adjust the rent, provided that Landlord gives 12 month's written notice to Tenant of said termination..

It is further agreed that during said 12 months after any of the aforesaid notices of termination for "Early Termination" by Landlord or Tenant and /or during the 12 months after termination for Landlord Exclusive Right of Early Termination by Landlord, all other terms of this Lease or Extension remain in full force and effect.

If the Landlord or Tenant exercise their right to terminate the Lease as defined herein and if the Tenant is not and has not been in default at any time during the Lease term then the Landlord will be obligated to pay the Tenant an "Early

9.A.

Termination Fee" as defined below but only after Tenant has vacated the Premises subject to all terms of the Lease:

Landlord will pay Tenant the following if termination as defined herein is on:

09/30/25...\$ 75,000

09/30/26...\$ 60,000

09/30/27...\$ 45,000

09/30/28...\$ 30,000

09/30/29...\$ 15,000

Said Termination fee is based on amortizing (depreciating) the value of Tenants improvements set at \$ 150,000 depreciated over a 10 year term with said amount being reduced \$ 1,250 monthly on the last day of any month (with no reduction for a partial month). For example if the termination date were to be any day during the month of November 2027 prior to 11/30/27 the Early Termination Fee would be \$ 42, 500, anytime during December of 2027 the fee would be \$ 41,250.

12. Use: Only as an Asian restaurant principally and primarily for the preparation and sale of Korean fried chicken, East Asian cuisine/ street food, and dumplings. As incidental to the foregoing principal and primary use Tenant may also sell "other Asian offerings" such as Bubble tea, and Chinese, Korean, and Japanese food and "other Asian offerings" served in all other Limered and Honeycrisp locations now and in the future ("other Asian offerings") as long as the "other Asian offerings" are not in direct competition with tenants, both present and in the future, in the Building. Tenant can also sell tea, beer, wine and other alcoholic beverages.

Tenant is not allowed to prepare or sell **Vietnamese cuisine which principally and primarily includes, banh mi sandwiches, Pho and other Vietnamese noodle soups, Vietnamese Crispy spring rolls and fresh summer rolls, and Vietnamese Vermicelli and salads and other Vietnamese fare, and Vietnamese coffee and Vietnamese desserts**

Notwithstanding the foregoing, the Landlord will not lease other parts of "the Building" to a tenant whose primary use is the retail sale of Fried Chicken, or Alcoholic Bubble Tea, but the Landlord has no other restrictions and can lease to tenants that might reasonably and typically retail or serve as an incidental part of their primary business, fried chicken items; tenants such as but not limited to restaurants, fast food outlets or convenience stores

13. Rear Loading: Tenant's deliveries are to be made through the rear entrance at times to not unreasonably interfere with other tenant's business, and subject to reasonable future rules and restrictions of Landlord.

14. Security Deposit: Security Deposit: Tenant will provide Landlord \$ 44,000 Security Deposit of which \$22,000 will be paid to Landlord at execution of the Lease and \$ 22,000 can be in a Bank Letter of Credit delivered at execution and held by Landlord.

Said

\$ 22,000 cash Security Deposit will be held by Landlord and comingled with Landlord funds for full term and any renewal with no interest paid to Tenant. Landlord shall also maintain a UCC lien over Tenant's equipment, to be further defined in Lease Clause

2.02.

15. Parking: Tenant will have the exclusive use of one parking space as shown on attached parking plan. Tenant is allowed to park one vehicle in its exclusive parking space overnight, if said vehicle is owned and insured by Tenant, required for Tenants business operation and only after approval in writing by Landlord. Landlord may at any time during the Lease term or any renewal term move the Tenant exclusive parking space to any other location in the rear parking area with reasonable notice to Tenant. Tenant may be required to move or remove any vehicle parked in order to reasonably accommodate snow management. Tenant will not be allowed to store any thing except its dumpster (approved in writing by Landlord and permitted by law), and there will be no unregistered vehicles allowed. Tenant must keep said Tenant parking space reasonably neat, and orderly at all times and abide by Landlords reasonable standards, rules and regulations as well as all municipal or state regulations. Tenant is aware that Tenant, its agents customers or employees must only park in it's exclusive one parking space and under no circumstances park (even temporarily) anywhere else on the property or in travel lanes or in on-site parking areas assigned to others. There is no subletting or assignment of parking except if connected to the subletting or assignment of the interior Premises and only if the same is approved in by Landlord in writing and subject to all terms of the Lease.

Landlord will allow Tenant as a courtesy only, the use of an additional parking space during business hours only (with no overnight parking allowed). Landlord may terminate Tenants use of the courtesy parking space at anytime and will try to give Tenant reasonable notice to discontinue use of said additional courtesy parking space but no such notice is required. Tenant must vacate and discontinue use immediately upon notice from Landlord. Since Landlord is granting Tenant said use at no cost (no additional rent) there will be no credit to rent or reduction offered if the Tenant use is terminated. If the Tenants use of said courtesy

parking space impacts or increases costs or expense to Landlord of any kind; said costs and expense will be the sole cost and responsibility of Tenant.

Said use of the parking spaces is subject to all terms of the Lease as well as any reasonable Landlord rules and restrictions.

16. Late Payment Charges: Interest rate on delinquencies: maximum legal rate or 18% per annum, whichever is less. Tenant shall have a grace period of ten (10) business days for payments.

17. Tenant Insurance Requirement: Commercial general liability, \$2 million for general aggregate and \$ 1 million per occurrence.

Liquor License: To the extent Tenant obtains a liquor licenses for the sale and/or consumption of liquor on the Premises, Tenant shall maintain with respect to the leased property Dram Shop Liability Insurance/ Liquor Liability in the amount of \$ 2,000,000 with responsible companies qualified to do business in Massachusetts and in good standing therein insuring the Landlord as well as Tenant against injury to persons or damage to property. The Tenant shall deposit with the Landlord certificates for such insurance at or prior to the commencement of the liquor license use, and thereafter notify Landlord thirty (30) days prior to the expiration of any such policies, All such insurance certificates shall provide that such policies shall not be cancelled without at least ten (30) days prior written notice to each assured named herein, Landlord (1022 Commonwealth LLC and Corben Equity Partners LLC) shall be named an additional insured on the policies

LEASE

SECTION I. PARTIES, TERMS, PREMISES

1.01 Parties.

The parties to this Lease are shown on the Cover Page of this Lease and the Cover Page is incorporated herein by reference.

1.02 Term

The term of this Lease shall be from 10/01/2020 thru 09/30/2030

1.02-1 Option to Purchase, Right of First Refusal:

None.

1.02-2 Renewal Option

Renewal Term: 10/01/2030 – 09/30/2035

Tenant has the right to exercise the Renewal Term only if (1) Tenant provides written notice of such election to renew to Landlord in writing on or before 10/01/2029 and (2) Tenant has not defaulted under the Lease, at any time, during the original term; and (3) Tenant shall have the aforesaid renewal right if and only if Tenant is current on all payments due to Landlord of any kind under this lease, including but not limited to rent, additional rent, maintenance and/or common area charges, and/or utility charges of any kind, and if and only if Tenant is not in default of any other obligations or conditions under this lease at the time of Tenant's election to renew.

1.03 Leased Premises

Landlord leases to Tenant and Tenant leases from Landlord the Premises identified on the Cover Page of this Lease.

1.04 Parking: identified on Cover Page of this Lease.

1.05 Condition of Premises

The condition of the Premises upon Tenant's occupancy shall be as noted on the cover page.

1.06 Tenant's Improvements

The parties acknowledge that; at this time, the Tenant does not intend to make improvements to the Premises.

(1) All Tenant improvements including painting must be approved in advance by Landlord; such approval shall not be unreasonably withheld or delayed. Prior to construction of said improvements, Tenant is responsible for obtaining all necessary permits from the Town of Brookline, at Tenant's sole cost and expense. Landlord shall cooperate with Tenant in obtaining said permits. Further, all construction must be in accordance with applicable laws and regulations, and must be performed in a good and workmanlike manner by contractors approved by Landlord and properly licensed in the Commonwealth of Massachusetts; and said contractors must provide to Landlord Certificates of Insurance showing that they carry workmen's compensation insurance as required by law, and comprehensive general liability insurance, naming Landlord as an additional insured, in the amount of \$2 Million for general aggregate and \$1 Million per occurrence.

(2) On or before the termination of the Lease, Tenant shall return the Premises to their condition at the commencement of the Lease, including, but not limited to, the removal of any and all Tenant improvements, such as but not limited to any demising walls, fixtures, sinks and plumbing, equipment, unless Landlord in writing, at time of Landlord approval had agreed that Tenant need not remove the same or to decides to accept the Premises with said improvements and alterations, which shall become the property of Landlord.

(3) Upon termination of the Lease, if Landlord does not accept Tenant's improvements and alterations, Tenant shall restore the Premises to its previous condition. In the event that Tenant fails to restore to the aforesaid condition, Landlord has the right to use the Security Deposit for restoration expenses and costs. Said expenses and costs will be deducted from the security deposit and the excess will be returned to Tenant. However, in the event restoration costs and expenses exceed the amount of the security deposit, Tenant and Guarantor will be liable for the deficit to Landlord. As a precondition for invoking this section, however, Landlord must provide written notice to Tenant at the time of approval of Tenant's improvements that he may not accept such improvements upon the termination of the lease and may require Tenant to restore the Premises to its previous condition.

1.07 Quiet Enjoyment

Landlord covenants and agrees that Tenant, so long as there shall not be an uncured Event of Default hereunder, shall and may, at all times during the Term of this Lease, peaceably and quietly have, hold, occupy and enjoy the Premises.

**SECTION II - RENT, ADJUSTMENTS TO RENT, SECURITY DEPOSIT,
LANDLORD'S LIEN**

2.01-1 Rent – When Due – Where Paid

All monies payable by Tenant to Landlord under this Lease shall be deemed to be rent and shall be payable and recoverable as rent in the manner herein provided and Landlord shall have all rights against Tenant for default in any such payment. Rent shall be paid to Landlord as shown on the Lease Cover Page, without deduction or set-off, in legal tender of the jurisdiction in which the Premises are located at the address of Landlord as set forth, or to such other person or entity or to such other address as Landlord may designate in writing. Tenant's obligation to pay all rent due under this Lease shall survive the expiration or earlier termination of this lease, if such expiration or earlier termination results from Tenant's default.

2.01-2 Basic Rent, Rent for First Renewal Term

Tenant agrees to pay to Landlord the rent as shown on the Cover Page of this Lease.

For the Renewal Term, the rent shall be the higher of \$ 147,600 per year, or the then fair market rent for the Premises and as adjusted as per Section 2.01-3 d hereunder. If Landlord and Tenant do not agree on the amount of fair market rent, then same shall be determined as follows: 1) Landlord shall select a real estate appraiser; 2) Tenant shall select a real estate appraiser; 3) said two real estate appraisers shall select a third real estate appraiser, the cost of the whom shall be shared by the Landlord and Tenant; and 4) and the fair market value rent shall be determined by a vote of two out of three of said appraisers. Annual increases will be a the higher of a mutually agreed increase or the annual CPI increase.

2.01-3 Additional Rent

Tenant shall pay to Landlord, as additional rent, the following:

(a) Real Property Taxes:

Tenant shall pay 33% percent of the increase over "Base Year" (Re Tax \$ 68,484 yr 2020) Real Estate taxes on the property of which the Premises are a part, or its pro rata share if the building is enlarged. Tenant shall remit this payment within fifteen (15) days of written notice from the Landlord. At the option of the Tenant, Landlord shall allow Tenant to pay to the Landlord one-twelfth (1/12) of the Landlord's future annual estimated taxes with each month's rent payment, and the parties shall make an annual adjustment of any difference between the amount due and the amount paid.

(b) Landlord Operating Cost Controllable CAM: Tenants share of Controllable CAM and any increases in Controllable CAM are capped and included in the rents shown on the Cover Page thru the initial term of the Lease 09/30/30 except Tenant will pay for its pro rata share of snow maintenance of the rear parking area for which Landlord will invoice Tenant based on Landlords actual costs.

After 09/30/30 Tenant shall pay 33 % percent or Tenants pro rata share if the building is enlarged) of any increase over Base Year Controllable CAM with no cap Tenant shall pay the higher of the last year of the initial term plus 3% or the actual cost as verified by Landlord

Controllable CAM operating expenses are defined as any and all reasonable costs under Landlords direct control incurred as a result of operating, managing and maintaining the property of which the Premises are a part. Maintenance and replacement of the Building's common elements (serving more than one tenant) such as but not limited to, parking lot pavement, alley walkway patching and repairs or replacements, roof repairs or replacements, nonstructural and structural repairs, repairs to the exterior of the building which includes but is not limited to: painting, siding repairs, masonry pointing and waterproofing, and common electric service and lines, common water and sewer lines. Controllable CAM includes any related Capital expenses (such as but not limited to roof replacement, pavement replacement). Capital expenses will be amortized over said improvements useful life, according to standard accounting principles and will be charged as Controllable CAM. For example if the Building roof is replaced anytime during the Tenants first term (thru 09/30/30 the total cost of the roof would be amortized over a certain number of years and that amount would become part of annual Controllable CAM. However as defined herein the Tenant would not be charged its percent due as part of Controllable CAM until after 09/30/30, and then the Tenant would

only be charged for the remaining unamortized annual amount still due as part of Controllable CAM.

The operating expenses in which Tenant is to share hereunder shall not include (i) items for which Landlord is reimbursed by insurance or is otherwise compensated by third parties, (ii) costs for construction of additional common elements, or costs for the expansion of existing common elements, or the Building, (iii) costs of repair, renovation or improvements to any tenant spaces in the Building, (iv) Capital expenses such as costs of roof replacement unless amortized over its useful life as defined herein, (v) costs related to enforcement of other tenant's leases, and (vi) leasing commissions and/or broker's fees incurred with regard to leasing of space in the Building

Tenant shall remit any payments due within fifteen (15) days of written notice from Landlord showing the calculation of Tenant's Share of Controllable-CAM. At the option of the Tenant, Landlord shall allow Tenant to pay to the Landlord one-twelfth (1/12) of the Landlord's future annual estimate for Tenant's Share for such lease year with each month's rent payment, and the parties shall make an annual adjustment of any difference between the amount due and the amount paid

(c) Landlord Operating Cost Non-Controllable CAM:

As of Lease Commencement Tenant will be charged for 33 % or its pro rata share if the building is enlarged of all and any Non-controllable CAM expenses. Non-Controllable CAM expenses are considered any and all reasonable costs incurred in maintaining the Building that are not in Landlord's control such as but not limited to expenses for common utilities (if there are any in the future), expenses for future fire suppression system maintenance, repair or installation (if installation is required by law in the future and not due to any tenant's specific use, said installation cost would be amortized over the useful life of said system), any future taxes imposed on building equipment, any costs or expenses or fees including attorneys fees incurred in contesting any said taxes or municipal code requirements. Non-Controllable CAM includes Capital expenses if amortized over the improvements useful life according to standard accounting principles.

Tenant shall remit any payments due within fifteen (15) days of written notice from Landlord showing the calculation of Tenant's Share of Non-Controllable CAM. At the option of the Landlord, Landlord shall allow Tenant to pay to the Landlord one-twelfth (1/12) of the Landlord's future annual estimate for Tenant's Share for such lease year with each month's rent payment, and the parties shall make an annual adjustment of any difference between the amount due and the amount paid.

(d) Landlord Insurance Costs:

Tenant shall pay 33% percent of the increase over "Base Year" (\$ 5,516 yr thru 01/11/21) Landlord's Insurance costs on the property of which the Premises are a part, or Tenants pro rata share if the building is enlarged. Tenant shall remit this payment within fifteen (15) days of written notice from the Landlord. At the option of the Tenant, Landlord shall allow Tenant to pay to the Landlord one-twelfth (1/12) of its share of the future insurance expense with each month's rent payment, and the parties shall make an annual adjustment of any difference between the amount due and the amount paid.

(d) Annual Increase for Renewal Term; as per Cover Page In addition to the Basic Rent established in clause 2.01-2, beginning in the first renewal year, the monthly rent to be paid Landlord by Tenant shall be increased annually effective on the anniversary of the commencement date of said Renewal Term by the greater of the Cost of Living Increase for the Boston area ("CLI"), or an amount established at the time of Renewal as per clause 2.01-2.

(e) Adjustments to Rent; Real Property Taxes and Insurance Premium

Increased Caused by Tenant Improvements. In the event that an increase in real property taxes and/or in Landlord's insurance premiums is caused by the Tenant's use or improvements made to the Premises, Tenant shall pay one hundred (100%) percent of the increase attributable to such use or improvements. Payment shall be made within fifteen (15) days of written notice from the Landlord. At the option of the Landlord, the Tenant shall pay to the Landlord one-twelfth (1/12) of its share of the increased expenses with each month's rent payment, and the parties shall make an annual adjustment of any difference between the amount due and the amount paid.

2.02 Security Deposit:

Upon execution of this Lease, the Tenant shall pay to Landlord the amount of ("Security Deposit") as shown on the lease cover page, which shall be held as security for the Tenant's performing as herein provided. Security Deposit shall be held by Landlord with no interest paid to Tenant as defined on cover page. If Tenant is not in default of any of the terms and provisions of this Lease, Landlord shall release to tenant the Security Deposit at the end of this Lease, subject to Landlord accepting Tenant's Improvements and Alterations or the restoration of the Premises as per clause 1.06. In addition, the Tenant's obligation hereunder shall be secured by a security interest granted herein to Landlord in all of the equipment and fixtures of Tenant in the Premises which Landlord shall release upon termination of the lease, provided, however, that upon default hereunder the Landlord shall have all the rights of a secure creditor under the Massachusetts UCC with respect to the collateral herein encumbered.

**SECTION III - USE, RESTRICTIONS ON USE, BUILDING
REGULATIONS, QUIET ENJOYMENT, SERVICES BY LANDLORD**

3.01 Use

Premises shall be used only for the use specified on the Cover Page of this Lease and for no other use, and shall not be expanded in any way. Tenant shall, at Tenant's expense, comply with all laws, rules, regulations, requirements, and ordinances concerning the operation of Tenant's business enacted or imposed by any governmental unit having jurisdiction over the building Premises. The Tenant's stock in trade and fixtures, if any, in the demised Premises shall be installed and maintained at the sole risk of the Tenant.

3.01-1 Tenant expressly acknowledges and agrees that Landlord has the right to lease other parts of the building to other tenants or occupants for any business, commercial, retail, restaurant or office use of any kind, and/or for residential purposes if permitted. Provided, however, that Landlord shall not lease, rent or occupy or permit all or any portion of the Building to be occupied or used by any food service establishment that primarily serves the "primary offerings" as are allowed by Tenant under this Lease

3.02 Restrictions on Use

Tenant shall not:

- 3.02-1 Do or permit to be done anything which will invalidate or increase the cost of any insurance coverage on the building and the Premises;
- 3.02-2 Do or permit anything to be done in the building or on the Premises which will unreasonably obstruct or interfere with the rights of other tenants or occupants of the building;
- 3.02-3 Use, allow or permit the Premises to be used for any improper or objectionable purpose;
- 3.02-4 Cause, maintain or permit any nuisance in or about the Premises;
- 3.02-5 Commit or permit any waste to be committed in the Premises;
- 3.02-6 Use or occupy Premises in violation of any law, rule, regulation, requirement or ordinance enacted or imposed by a governmental unit having jurisdiction over the building, Premises, Landlord or Tenant;

- 3.02-7 Overload, damage or obstruct any utility lines, providing services to the building or Premises;
- 3.02-8 Install any fixtures or equipment which will overload the floors in the Premises or in any way affect the structural capacity or design of the Premises or the building; and
- 3.02-9 Tenant agrees to adhere to Landlord's reasonable design criteria for the exterior of the building, including but not limited to, the choice of exterior colors and of sign design and placement.

**SECTION IV - ASSIGNMENT, SUBLET, RECAPTURE OF PREMISES,
MORTGAGE BY LANDLORD, SUBORDINATION, ATTORNMEN
ESTOPPEL CERTIFICATE, NOTICE TO MORTGAGEE, SALE BY
LANDLORD**

4.01 Assignment; Sublet

Tenant shall not assign or mortgage this Lease, or sublet all or any portion of the Premises without Landlord's prior written consent, whose consent will not be unreasonably withheld, which, if consented to by Landlord, shall be in a form acceptable to Landlord. In no event shall Tenant be released from its obligations under the terms of the Lease and shall continue to be liable to Landlord for payment of the rent and all obligations hereunder. The Landlord covenants and agrees that it will not unreasonably withhold or delay such written consent for such assignment or under letting.

For the purposes hereof, withholding consent would be unreasonable where the proposed assignee has at least three (3) years business experience operating a comparable food service establishment as permitted herein, and either (a) a demonstrated financial net worth of \$1,000,000 (in 2017 U.S. Dollars), or (b) sufficient assets to collateralize the remainder of the payments due under the Lease.

Upon any subletting or assignment, Landlord has the right to increase the rent due hereunder to the then fair market rent. If Landlord and Tenant do not agree on the amount of the then fair market rent, then the fair market rent shall be determined as follows: (but in no event shall the rent be less than the existing rent): 1) Landlord shall select a real estate appraiser; (2) Tenant shall select a real estate appraiser; (3) said two real estate appraisers shall select a third real estate appraiser, the cost of whom shall be shared by the Landlord and the Tenant; and (4) and the fair market value rent shall be determined by a vote of two out of three of said appraisers. No assignment, mortgaging

or subletting, if consented to by Landlord, shall relieve Tenant of its liability under this Lease. Consent by Landlord shall not operate as a waiver of the necessity for consent to any subsequent assignment, mortgaging or subletting and the terms of such consent shall be binding upon the assignee, mortgagee or subtenant. Any transfer of this Lease by merger, consolidation or liquidation or any change in ownership of or power to vote the majority of outstanding voting stock shall constitute an assignment, whether the result of a single or series of transactions.

4.02 Mortgage by Landlord

Landlord shall have the right to transfer and assign, in whole or in part, all and every feature of its right and obligations hereunder and in the building. Such transfer or assignment may be made either to a corporation, trust company, individual or group of individuals and shall be recognized by Tenant.

4.03 Subordination

This lease is and shall be subject and subordinate in all respects to any and all mortgages and deeds of trust now or hereafter placed on the building or the land upon which the building is situated, and to all renewals, modifications, consolidations, replacements and extensions thereof.

4.04 Attornment

If the interest of Landlord is transferred to any person or entity by reason of foreclosure or other proceedings for enforcement of any mortgage, deed of trust or security interest or by delivery of a deed in lieu of foreclosure or other proceedings, Tenant shall immediately and automatically attorn to such person or entity. In event of such transfer, this Lease and Tenant's rights hereunder shall continue undisturbed so long as Tenant is not in default. Landlord shall use best efforts to obtain the signature of any present or future mortgagee on a Non-Disturbance and Attornment Agreement, which said Agreement both Landlord and Tenant agree to execute.

SECTION V - MAINTENANCE AND REPAIRS, ALTERATIONS, SIGNS

5.01 Maintenance and Repairs by Tenant

5.01-1 During the term of the Lease or any extension thereof, the Tenant shall, at Tenant's sole cost:

performance of such repairs, replacements and maintenance. Cost of all ordinary and routine maintenance repairs and replacements by Landlord shall be considered as part of the operating costs (CAM) for the building.

5.04 Utilities

Tenant shall pay all water, sewer, electric and gas charges for the Premises. The electric and gas services are separately metered. Water and sewer is separately sub-metered by Landlord and billed based on Tenants actual use. Tenant shall pay directly to utility provider if billed directly or as Additional rent if sub metered and invoiced for same by Landlord. Tenant shall remit these payments within fifteen (15) days of written notice from the Landlord or at Landlord's option the Tenant shall pay one twelfth of Landlord's annual estimate of such utility costs (to be adjusted bi annually or annually) together with Tenant's payment of monthly rent.

5.05 Signs

Tenant shall not display, inscribe, paint or affix any sign, picture, advertisement or notice visible from anywhere outside the Premises without Landlord's prior written consent, and subject to the Landlords Building Design Code. Tenant will be allowed a front and rear sign placed directly above its front glass display window and over its rear delivery door subject to the Landlord's reasonable approval or may maintain any signage on the Premises, including but not limited to "blade" signs, provided that such signage does not obstruct or compete unfairly with other Building tenants and is in accordance with any Town of Brookline rules or regulations over signage applicable to the Premises. Any such sign shall be maintained by Tenant, during Tenant's occupancy of the Premises. All costs such as but not limited to: design, permitting, production, installation, maintenance, lighting and repair are Tenants sole cost and responsibility. All such approved signs shall be removed by Tenant upon vacating the Premises and any damage caused by such removal shall be immediately repaired. Landlord's consent shall not be unreasonably withheld or delayed, so long as Tenant's signs are in accordance with the Landlord's reasonable design criteria and any Town of Brookline rules or regulations over signage applicable to the Premises.

SECTION VI - INSURANCE**6.01 Insurance by Landlord**

Landlord shall maintain insurance for those perils and in amounts which would be considered prudent for similar income type property situated in the general area of the building or which is required by any mortgagee or creditor of Landlord. Cost of all insurance maintained by Landlord shall be considered as part of the operating costs for the building. This cost shall be paid as additional rent (as per clause 2.01) by the Tenant. Tenant shall remit this payment within fifteen (15) days of written notice from the Landlord or at Landlord's option the Tenant shall pay one twelfth of Landlord's annual estimate of such insurance costs together with Tenant's payment of monthly rent.

6.02 Insurance by Tenant

Tenant shall maintain at Tenant's expense:

- 6.02-1 Commercial general liability insurance on an occurrence basis with respect to Tenant's business and occupancy of the Premises for any one occurrence or claim of not less than that seen on the Cover Page hereof. Tenant shall name Landlord as an additional insured on his policy.
- 6.02-2 Insurance against such other perils and in such amounts as Landlord may from time to time reasonably require in writing Including Workmen's Compensation. Such request shall be made on the basis that the insurance coverage requested is customary at the time for prudent tenants.
- 6.02-3 All of tenant's leasehold improvements and all furniture, fixtures and equipment.
- 6.02-4 All of the foregoing shall list "Landlord and its successors and assigns, as their interests may appear" as additional insured on all said policies.
- 6.02-5 Tenant shall provide Certificates of Insurance showing compliance with all of the foregoing to Landlord.

6.03 Indemnity

Tenant shall hold harmless and pay on behalf of Landlord all claims, demands and judgments against Landlord caused by or arising out of, directly or indirectly, the performance of this Agreement by Tenant; the Tenant's occupancy or use of the building or Premises; any business or operations of Tenant, or any matter or thing done, permitted or omitted to be done by Tenant, its agents, employees or invitees, whether occasioned by negligence or otherwise, except to the extent that same are caused by the willful or intentional negligence of the Landlord

Tenant's agreement to hold harmless and pay on behalf of Landlord shall extend to all claims and demands by reason of improper or faulty erection or construction of facilities, trade fixtures, or equipment installed on or in the Premises by Tenant.

6.04 Releases and Waiver of Subrogation

Notwithstanding anything stated herein to the contrary, Landlord and Tenant hereby release each other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property caused by fire or any of the extended coverage or supplementary contract casualties, even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible, provided, however, that this release shall be applicable and in full force and effect only to the extent permitted by law and only with respect to loss or damage occurring during such time as the releaser's policies contain a clause or endorsement to the effect that any such release shall not adversely affect said policies or prejudice the right of the releaser to recover there under. Landlord and Tenant each agree that it will request its insurance carriers to include in its policies whether or not such policies are required hereunder, such a clause or endorsement. If extra cost shall be charged, each party will advise the other of the amount of the extra cost, and the other party, at its election, may pay the same, but shall not be obligated to do so. In any of the Tenant's insurance policies with respect to the Premises, which do not contain a waiver of subrogation rights, Tenant shall have Landlord designated as one of the insured.

6.05 Mechanics Liens

Tenant shall not do or suffer anything to be done whereby the land and building may be encumbered by any materialmen's or mechanic's lien and shall, whenever and as often as any such lien is filed purporting to be for labor or material furnished to the Tenant, discharge the same of record or bond the same within thirty (30) days after the date of filing.

SECTION VII - DAMAGE AND DESTRUCTION

7.01 In the event the building or the Premises shall be destroyed or rendered untenable, either in whole or in part, by fire or other casualty, Landlord may, at its option, restore the building or Premises to as near their previous condition as is reasonably possible and in the meantime the rent shall be abated in the same proportion as the untenable portion of the Premises bears to the whole thereof; but unless Landlord, within sixty days after the happening of any such casualty, shall notify Tenant of its election to so restore, this Lease shall thereupon terminate and Tenant shall vacate the Premises. Provided, however, that if less than thirty (30%) of the Building or the Premises shall be so destroyed or rendered untenable, and if Landlord is reasonably able to so restore the Building or Premises within sixty (60) days, then the Landlord shall be obligated to restore the Building or Premises to as near their previous condition as is reasonably possible. Such restoration by Landlord shall not include replacement of furniture, equipment or other items that do not become part of the building. If the Landlord is required or elects to restore, any restoration of the Premises required beyond Landlord's obligation shall be performed by the Tenant at no cost to the Landlord. If the building or the Premises is damaged or destroyed during the last year of the Term and the damage is of such a nature that it cannot be restored within one hundred (100) days after the date of such casualty, then Tenant may terminate this Lease by notice given within forty five days after the date of the damage.

7.02 Delay Beyond Landlord's Control

No penalty shall accrue to Landlord for delay in commencing or completing repairs caused by adjustment of insurance claims, governmental requirements or any cause beyond Landlord's reasonable control.

SECTION VIII - CONDEMNATION

8.01 Condemnation; Award; Termination

If the building or Premises shall be taken or condemned for any public purpose, or for any reason whatsoever, to such an extent as to render either or both untenable, either Landlord or Tenant shall have the option to terminate this Lease effective as of the date of taking or condemnation. If the taking or condemnation does not render the building and the Premises untenable, this Lease shall continue in effect and Landlord shall promptly restore the portion not taken to the extent possible to the condition existing prior to the taking. If, as a result of such restoration, the area of the Premises is reduced, the rental shall be reduced proportionately. A voluntary sale or conveyance in lieu of, but under the threat of condemnation, shall be considered a taking or condemnation for public purposes.

Any award for the taking of all or any part of the Premises or the Common Areas under the power of eminent domain or any payment made under threat of the exercise of such power shall be the property of Landlord, whether such award shall be made as compensation for good will or for the taking of the fee provided, however, that Tenant shall be entitled to any portion of any award, or to any separate award for loss of or damage to Tenant's personal property, for moving expenses, for compensation for Tenant's improvements, or as compensation for diminution in the value of the leasehold attributable to the Term, and any extension thereof during which the Condemnation takes place. In the event that this Lease is not terminated by reason of such Condemnation, and subject to the requirements of any lender that has made a loan to Landlord encumbering the Premises and common areas, Landlord shall to the extent of the award received by Landlord in connection with such Condemnation, repair any damage to the Premises and common areas caused by such Condemnation except to the extent that Tenant has been reimbursed therefore by the condemning authority.

SECTION IX - SURRENDER OF PREMISES

9.01 Surrender at Expiration

Upon expiration of this Lease, whether caused by lapse of time or otherwise, Tenant shall at once surrender possession of the Premises and deliver Premises to landlord in good repair and condition, reasonable wear and tear and damage or destruction by fire or other casualty excepted. Tenant shall deliver all keys to the Premises to Landlord. If possession is not immediately surrendered, Landlord may take possession of the Premises and expel or remove Tenant and any other person occupying all or portion of the Premises by force, if necessary, without having any civil or criminal liability.

9.02 Title to Improvements

All alterations, additions or improvements, whether temporary or permanent, shall be Landlord's property on termination and shall remain on the Premises without compensation to Tenant.

9.03 Removal of Furniture, Trade Fixtures, Abandonment

All furniture, moveable trade fixtures and equipment installed by Tenant may be removed by Tenant at termination of the Lease. All such removals shall be accomplished in a workmanlike manner so as not to damage the Premises, the structure or structural qualities of the building or the plumbing, electrical lines or other utilities. All furniture,

movable trade fixtures and equipment installed by Tenant not promptly removed by Tenant shall be presumed to have been abandoned and Landlord may, at its option, take possession of such property and either declare it to be the property of Landlord by furnishing Tenant written notice or at Tenant's cost, remove such property in any manner Landlord chooses and store it without incurring liability to Tenant or other person.

SECTION X - DEFAULTS, EVENTS, REMEDIES

10.01 Events of Default

The occurrence of any one of the following events shall constitute a default of this Lease by Tenant, after applicable grace periods, if any:

- 10.01-1 Failure of Tenant to make any payment of rent or other required payment when due and such failure shall continue for ten (10) business days after notice to Tenant from Landlord,;
- 10.01-2 Vacating or abandonment of all or a substantial portion of the Premises;
- 10.01-3 Failure of Tenant to comply with any provision of this Lease, other than payment of rent, any such failure shall continue for fifteen days (15) after mailing written notice by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than fifteen days are reasonably required for its cure, Tenant shall not be in default if Tenant commences such cure to completion;
- 10.01-4 The making of an assignment or general arrangement for the benefit of creditors by Tenant or guarantors of Tenant's obligations without consent of Landlord as defined herein;
- 10.01-5 The filing by Tenant or a guarantor of Tenant's obligations of a petition under any section or chapter of the present Federal Bankruptcy Act or amendment thereto or under any similar law or statute of the United States;
- 10.01-6 The appointment of a receiver or trustee for all or substantially all the assets of the Tenant or any guarantor of Tenant's obligations and such receivership shall not have been terminated or stayed within the time permitted by law; and

- 10.01-7 The attachment, execution or other judicial seizure of substantially all of Tenant's assets located in the Premises or of Tenant's interest in this Lease where such seizure is not discharged within thirty (30) days.

10.02 Remedies in Event of Default

Upon the occurrence of any Event of Default, Landlord shall have the option to do any one or more of the following without any notice or demand, in addition to and not in limitation of any other remedy permitted by law or this lease:

- 10.02-1 Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord. If Tenant shall fail to do so, Landlord may without notice and prejudice to any other remedy available, enter and take possession of the Premises and remove Tenant or anyone occupying the Premises and its effects without being liable to prosecution or any claim for damages. Tenant agrees to indemnify Landlord for all loss and damage suffered by Landlord because of such termination whether through inability to relet the Premises or otherwise, including any loss of rent for the remainder of the term of this Lease, and including the payment of attorney's fees and costs of collection.
- 10.02-2 At any time or from time to time after the repossession of the Premises whether or not the Term shall have been terminated, Landlord shall use reasonable efforts to relet all or any part of the Premises for the account of Tenant for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term) and on such conditions (which may include concessions or free rent) and for such uses as Landlord, in its reasonable discretion and otherwise in keeping with industry practices, may determine, and Landlord shall collect and receive any rents payable by reason of such reletting. Landlord shall not be required to accept any tenant offered by Tenant or observe any instruction given by Tenant about such reletting, but shall not unreasonably reject same. For the purpose of such reletting, Landlord may make repairs, changes, alterations or additions in or to the Premises or any part thereof to the extent reasonably deemed by Landlord to be reasonably necessary, and the cost of such repairs, changes, alterations or additions shall be charged to and be payable by Tenant as Additional Rent hereunder, as well as any reasonable brokerage and legal fees expended by Landlord. Notwithstanding any of the foregoing, Landlord shall use commercially reasonable business efforts to mitigate damages.

10.02-3 If Tenant fails to perform any of its obligations under this Lease, Landlord may, after prior notice to Tenant and Tenant's failure to so perform within such notice period, do whatever Tenant is obliged to do by the provisions of this Lease and may enter the Premises without being liable to prosecution or claim for damages in order to accomplish this purpose. Tenant agrees to reimburse Landlord immediately upon demand for any expenses which Landlord may incur in complying with the terms of this Lease on behalf of the Tenant, including the payment of attorney's fees. Tenant agrees that Landlord shall not be liable for any damages to Tenant from such action.

10.13 Landlord Events of Default

Failure by Landlord to observe any of its obligations under this Lease, or a breach of any warranty or representation by Landlord, will constitute a default (a "Landlord Default") only if such failure continues for a period of thirty (30) days (and such additional time as may be reasonably necessary for Landlord to remedy such failure) after Landlord receives a notice of such failure from Tenant, setting forth in reasonable detail the nature and extent of Landlord's failure and identifying the provisions of this Lease alleged to have been violated. Notwithstanding the foregoing, Landlord will remedy such default promptly after notice in the event of an emergency.

SECTION XI - MISCELLANEOUS PROVISIONS

11.01 Waiver

Failure of Landlord to insist, in any one or more instances, upon strict performance of any term, covenant or condition of this Lease, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment for the future of such term, covenant, condition or option herein contained, shall not be construed as a waiver or relinquishment for the future of such term, covenant, condition or option but the same shall continue and remain in full force and effect. The receipt by Landlord of rents with knowledge of a breach of any of the terms, covenants or conditions of this Lease to be kept or performed by Tenant shall not be deemed to have waived any provision of this lease unless expressed in writing and signed by Landlord.

11.02 Holding Over

If Tenant shall continue to occupy the Premises after expiration or sooner termination of this Lease, Tenant shall pay, as liquidated damages, for each month of continued occupancy an amount equal to one and one-half times the rent being paid for the month the Lease expires or is terminated. No receipt of money by Landlord from

Tenant after expiration or termination of this Lease shall reinstate or extend this Lease or affect any prior notice by Landlord to Tenant.

11.03 Notices All notices under this Lease shall be in writing and delivered in person or sent by prepaid registered or certified mail to Landlord at the same place to which rent payments are made, and to the Tenant at the Premises, or such addresses as hereinafter may be designated by either party in writing. Notices mailed shall be deemed given on the date of mailing.

11.04 Building Name

Landlord reserves the right at any time and from time to time to change the name by which the building is designated.

11.05 Landlord's Access

Landlord shall have the right to enter the Premises as may be necessary for the servicing and repair of the Premises or to show the Premises to prospective purchasers after reasonable notice to Tenant and such right shall be exercised expeditiously and with a minimum of interference to Tenant's use. In case of emergency on the Premises, the Landlord may enter the Premises at any time to take such measures as may be required. During that last Twelve (12) months of the Lease term, Landlord may show the Premises to persons wishing to lease the same. Landlord may affix a "For Lease" or "For Sale" sign to a suitable part of the Premises at any time during said Lease.

11.06 Personal Exculpation

Tenant hereby agrees that any judgment decree or award obtained against the Landlord which is related to this Lease, the Premises or the Tenants use or occupancy of the Premises of the building, whether at law or in equity, shall be satisfied out of the Landlord's equity in the land and building, and further agrees to look only to such assets and to no other assets of the Landlord for satisfaction; and the Landlord individually nor any member of any future partnership shall be personally liable for any obligation, express or implied, hereunder. Landlord's liability for maintenance and repair shall always be limited to the cost of making such repair or accomplishing such maintenance or repair. In no event shall Landlord be liable for consequential or any indirect damages.

11.07 Brokerage Commissions

Each of the parties hereto represents and warrants to the other that it has not dealt with any brokers. . Tenant and Landlord covenant and agree to hold harmless and

indemnify each other from and against any and all costs, expenses (including reasonable attorneys' fees before trial, at trial, on appeal and in bankruptcy) or liability for any compensation, commissions, or charges claimed by any other broker or agent with respect to this Lease or the negotiation thereof in breach of the foregoing representations.

11.08 Entire Agreement; Captions; Governing Law

Tenant acknowledges and agrees that it has not relied upon any statement, representation, agreement or warranty except such as may be expressly set forth in this Lease and it is agreed by Landlord and Tenant that no amendment or modification of this Lease shall be valid or binding unless in writing executed by Landlord and Tenant. The paragraph headings contained in this lease are for convenience only and shall in no way enlarge or limit the scope or meaning of the provisions of this Lease. If any portion of this Lease is ruled unenforceable by any arbitrator or Court of law, such ruling shall not effect the enforceability of the remaining portion of this Lease. This Lease shall be governed by the laws of the Commonwealth of Massachusetts, and any dispute if litigated shall only be brought in the courts within the Commonwealth of Massachusetts.

11.09 Guarantors: RAYMOND LEE and TIMOTHY LIU shall personally guaranty all payments and obligations of Tenant under the Lease and shall execute a guaranty prepared by Landlord in the form attached as Exhibit B.

11.10 Compliance with Laws

The Lessee acknowledges that no trade or occupation shall be conducted in the Premises or use made thereof which will be unlawful, , noisy or contrary to any law, rule, regulation, order or any municipal by-law or ordinance in force in the city or town in which the Premises are situated.

11.11 Authority/Proof of Legal Status

Tenant warrants that the person executing this Lease has the authority to sign on behalf and obligate SEOUL SOCIETY INC. as to each and every term under this Lease. Prior to signing the Lease, if so requested by Landlord, Tenant shall provide Landlord with written proof identifying the type of legal entity and those persons having authority to act on its behalf

The Cover Page attached to this Lease shall be incorporated as a part of said Lease.

EXHIBIT B**GUARANTY**

FOR VALUE RECEIVED, and in consideration for, and as an inducement to Landlord to make the foregoing Lease with SEOUL SOCIETY INC. as Tenant, the undersigned, RAYMOND LEE and TIMOTHY LIU Jointly and Severally guaranty the full performance and observance of all the covenants, conditions and agreements therein provided to be performed and observed by Tenant, Tenant's successors and assigns, and expressly agree that the validity of this agreement and the obligations of the guarantors hereunder shall in no way be terminated, affected or impaired by reason of the granting by Landlord of any indulgences to Tenant by reason of the assertion by Landlord against Tenant of any of the rights or remedies reserved to Landlord pursuant to the provisions of the within Lease or by the relief of Tenant from any of Tenant's obligations under said Lease by operation of law or otherwise (including, but without limitation, the rejection of the said Lease in connection with proceedings under the bankruptcy laws now or hereafter enacted). The undersigned hereby waive all suretyship defenses.

The undersigned further covenants and agree that this guaranty shall remain and continue in full force and effect as to any renewal, modification or extension of this Lease, whether or not the Undersigned shall have received any notice of or consented to such renewal, modification or extension. The undersigned guarantors further agree that their liability under this guaranty shall be primary, and that in any right of action which shall accrue to Landlord under said Lease, Landlord may, at Landlord's option, proceed against the undersigned and Lessee jointly or severally, and may proceed against the undersigned without having commenced any action against or having obtained any judgment against Tenant.

It is agreed that the failure of Landlord to insist in any one or more instances upon a strict performance or observance of any of the terms, provisions or covenants of the foregoing Lease or to exercise any right therein contained shall not be constructed or deemed to be a waiver or relinquishment for the future of such term, provision, covenant or right; but the same shall continue and remain in full force and effect. Receipt by Landlord of rent with knowledge of the breach of any provision of the foregoing Lease shall not be deemed a waiver of such breach.

No subletting, assignment or other transfer of the within Lease, or any interest therein, shall operate to extinguish or diminish the liability of the undersigned guarantors

9.A.

under this guaranty unless Landlord agrees in writing to release the Guarantors, and whenever reference is made to the liability of Lessee named in the within Lease, such reference shall be deemed likewise to refer to the undersigned guarantors.

It is further agreed that all of the terms and provisions hereof shall inure to the benefit of the successors and assigns of Landlord and shall be binding upon the respective heirs, executors, administrators and assigns of the undersigned.

This instrument may be executed in any number of counterpart copies, each of which counterpart copy shall be deemed an original for all purposes.

RAYMOND LEE
Guarantor
09/....20

TIMOTHY LIU
Guarantor
09/..../20

Witness to both signatures:.....
09/..../20

9.A.

- a. maintain, clean, repair or replace all elements and components exclusively serving the Premises, such as but not limited to; its, exterior lighting, exterior side walk serving area, awnings, doors, windows, ceilings, floors, walls, interior painting and the painting, plumbing fixtures, pipe drains electrical, fans, vent hoods, grease traps. Tenant must maintain a industry standard service contract and or service required by code on its hoods and grease traps and said contract approved by Landlord and keep the immediately adjacent sidewalks of the Premises clear of accumulation of snow and ice, to reasonable commercial standards;
- b. maintain, repair and replace, as necessary the HVAC system serving the Premises and maintain, at Tenant's sole cost, an annual service contract (reasonably approved by Landlord) on the HVAC systems during the Lease term. Notwithstanding the foregoing, Tenant shall not be obligated to pay more than \$950.00 per Lease Year for repair and replacement per HVAC system (as distinguished from standard service and maintenance and excluding ductwork), and over the cost of Tenant's annual service contract. If the cost of any such repair or replacement exceeds \$950.00 in any Lease Year, then Landlord shall pay such excess, and Tenant will reimburse Landlord for such excess in the next Lease Year(s) until Landlord is reimbursed, provided that Tenant's cost will not exceed \$950.00 in any Lease Year. Notwithstanding anything herein; Tenant is required to notify Landlord of any quoted repairs on HVAC system over \$500 before said work is contracted by Tenant. Landlord will retain the option of making said repairs in a timely manner (reasonably the same timeframe as Tenant) and invoicing Tenant for the same; as long as Landlord's charge to Tenant for said repairs is equal or less than Tenant's quote. This section is subject to Landlord's warranty obligations as described on the Lease Cover Page;
- c. arrange daily trash pickup or place a trash container for the exclusive use of the Tenant within Tenants assigned parking area provided as shown on the attached Parking Plan and empty the container frequently enough to prevent accumulation of trash and debris and subject to Landlord's reasonable approval;
- d. maintain a pest control program reasonably approved by Landlord if required to keep the Premises free of all pests and insects;
- f. Maintain any fans in good working order, cleaned regularly so as to reasonably prevent the escaping of odors into adjacent Premises or the vicinity of the building;

- g. Keep all grease, garbage or food products or waste in sealed containers inside the Premises
- e..Comply with all applicable laws and regulations affecting Tenant's business including without limitation regulations of the municipal Board of Health.

5.01-2 Tenant shall maintain, at Tenant's sole cost and expense, the Premises and any alterations and additions to the Premises in good condition. This includes but is not limited to all plumbing, fixtures, appliances, electrical, heating, ventilating, and air conditioning equipment and other equipment inside the Premises or exclusively serving the Premises, and all windows and doors and glass replacement and the front and rear access to the Premises, if the same exclusively serve the Premises. Tenant shall repair or replace any damage or injury to the Premises or the building caused by Tenant, its agents, employees or invitees or contractors. All maintenance and repairs made by Tenant shall be performed only by licensed contractors first approved by Landlord, which said approval shall not be unreasonably withheld or delayed. Tenant shall require its contractor to comply with Landlord's reasonable regulations regarding all work to be performed. Landlord reserves the right to perform any of the aforesaid maintenance and repairs not timely performed by Tenant, and to charge back to Tenant the reasonable cost of same, which shall then be paid forthwith by Tenant.

5.02 Alterations by Tenant

Tenant shall make no material or structural changes, additions, alterations or improvements to the Premises without the prior written consent of Landlord and subject to all rules, requirements and conditions imposed by Landlord at the time such consent is given. Landlord shall have the right to withhold its consent.

5.03 Maintenance by Landlord

Landlord shall repair, replace and maintain the Building of which the Premises are a part, including the Building's common elements such as; the structure, roof (including maintaining the roof watertight), foundation, exterior of the building (including painting, masonry pointing and waterproofing, the foundation, in at least as good a condition as at the commencement of the Lease term. Landlord will maintain sprinklers and common fire prevention equipment (if installed), common pavement patching, repairs and replacement, common exterior drainage, common water lines and sewer lines common electric service lines and lighting. Landlord shall perform such repairs, replacement and maintenance with reasonable dispatch, in a good and workmanlike manner, but Landlord shall not be liable for any damages, direct, indirect or consequential, or for damages for personal discomfort, illness or inconvenience of Tenant by reason of failure of such equipment, facilities, or systems or reasonable delays in the

9.A.

SIGNED as a sealed instrument this _____ day of _____, 2020.

LANDLORD:
1022 COMMONWEALTH LLC

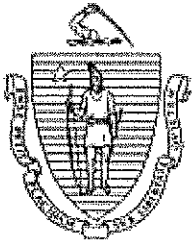
TENANT:
SEOUL SOCIETY INC.

By: _____

SCOTT C. RAVELSON,
Its managing member

By _____

RAYMOND LEE
Its President



9.A.
The Commonwealth of Massachusetts
Department of Industrial Accidents
Office of Investigations
1 Congress Street, Suite 100
Boston, MA 02114-2017
www.mass.gov/dia

Print Form

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information

Please Print Legibly

Business/Organization Name: SEoul SOCIETY INC.

Address: 1024A commonwealth Ave, Boston MA 02215

City/State/Zip: Boston, MA 02215 Phone #: (617) 208-8350

Are you an employer? Check the appropriate box:

1. ☐ I am an employer with _____ employees (full and/or part-time).*
2. ☐ I am a sole proprietor or partnership and have no employees working for me in any capacity.
[No workers' comp. insurance required]
3. ☒ We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**
4. ☐ We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

5. ☐ Retail
6. ☒ Restaurant/Bar/Eating Establishment
7. ☐ Office and/or Sales (incl. real estate, auto, etc.)
8. ☐ Non-profit
9. ☐ Entertainment
10. ☐ Manufacturing
11. ☐ Health Care
12. ☐ Other _____

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

**If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: AXIA INSURANCE SERVICES

Insurer's Address: _____

City/State/Zip: _____

Policy # or Self-ins. Lic. # 08, WEL- AHPUE9 - 002 Expiration Date: _____

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: [Signature] Date: 9/22/2021

Phone #: (718) 666-7214

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: _____ Permit/License # _____

Issuing Authority (circle one):

1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office
6. Other _____

Contact Person: _____ Phone #: _____

Information and Instructions

Massachusetts General Laws chapter 152 requires all employers to provide workers' compensation for their employees. Pursuant to this statute, an **employee** is defined as "...every person in the service of another under any contract of hire, express or implied, oral or written."

An **employer** is defined as "an individual, partnership, association, corporation or other legal entity, or any two or more of the foregoing engaged in a joint enterprise, and including the legal representatives of a deceased employer, or the receiver or trustee of an individual, partnership, association or other legal entity, employing employees. However, the owner of a dwelling house having not more than three apartments and who resides therein, or the occupant of the dwelling house of another who employs persons to do maintenance, construction or repair work on such dwelling house or on the grounds or building appurtenant thereto shall not because of such employment be deemed to be an employer."

MGL chapter 152, §25C(6) also states that **"every state or local licensing agency shall withhold the issuance or renewal of a license or permit to operate a business or to construct buildings in the commonwealth for any applicant who has not produced acceptable evidence of compliance with the insurance coverage required."**

Additionally, MGL chapter 152, §25C(7) states "Neither the commonwealth nor any of its political subdivisions shall enter into any contract for the performance of public work until acceptable evidence of compliance with the insurance requirements of this chapter have been presented to the contracting authority."

Applicants

Please fill out the workers' compensation affidavit completely, by checking the boxes that apply to your situation and, if necessary, supply your insurance company's name, address and phone number along with a certificate of insurance. Limited Liability Companies (LLC) or Limited Liability Partnerships (LLP) with no employees other than the members or partners, are not required to carry workers' compensation insurance. If an LLC or LLP does have employees, a policy is required. Be advised that this affidavit may be submitted to the Department of Industrial Accidents for confirmation of insurance coverage. **Also be sure to sign and date the affidavit.** The affidavit should be returned to the city or town that the application for the permit or license is being requested, **not** the Department of Industrial Accidents. Should you have any questions regarding the law or if you are required to obtain a workers' compensation policy, please call the Department at the number listed below. Self-insured companies should enter their self-insurance license number on the appropriate line.

City or Town Officials

Please be sure that the affidavit is complete and printed legibly. The Department has provided a space at the bottom of the affidavit for you to fill out in the event the Office of Investigations has to contact you regarding the applicant. Please be sure to fill in the permit/license number which will be used as a reference number. In addition, an applicant that must submit multiple permit/license applications in any given year, need only submit one affidavit indicating current policy information (if necessary). A copy of the affidavit that has been officially stamped or marked by the city or town may be provided to the applicant as proof that a valid affidavit is on file for future permits or licenses. A new affidavit must be filled out each year. Where a home owner or citizen is obtaining a license or permit not related to any business or commercial venture (i.e. a dog license or permit to burn leaves etc.) said person is NOT required to complete this affidavit.

The Office of Investigations would like to thank you in advance for your cooperation and should you have any questions, please do not hesitate to give us a call.

The Department's address, telephone and fax number:

The Commonwealth of Massachusetts
 Department of Industrial Accidents
Office of Investigations
 1 Congress Street, Suite 100
 Boston, MA 02114-2017

Tel. # 617-727-4900 ext 406 or 1-877-MASSAFE

Fax # 617-727-7749

www.mass.gov/dia

LICENSE INTERVIEW FORMTYPE OF LICENSE APPLYING FOR: LiquorNAME: Timothy LiuADDRESS: [REDACTED]EMAIL ADDRESS: timothyk@gmail.comPHONE #: [REDACTED]PLACE OF BIRTH: Boston, MAFATHER'S NAME: Clifford MOTHER'S MAIDEN NAME: NbARE YOU A CITIZEN? YES ☒ NO ☐ ALIEN CARD #ARE YOU A VETERAN: YES ☐ NO ☒

RESIDENCES FOR LAST FIVE YEARS

DATE: 3/2020 - current LOCATION: [REDACTED]DATE: 6/2018 - 3/2020 LOCATION: [REDACTED]DATE: 9/2016 - 6/2018 LOCATION: [REDACTED]

DATE: _____ LOCATION: _____

DATE: _____ LOCATION: _____

We the People

of the United States
We the People
do hereby declare our independence
and that we are united as one people
in the defense of our liberty and
the preservation of our Union.



Timothy L. Liu
SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

PASSPORT
PASSEPORT
PASAPORTE

UNITED STATES OF AMERICA

Country / Pays / País / Origen / Passport No / No. du Passeport / No. de Pasaporte

P USA

Surname / Nom / Apellido

LIU

Given Name(s) / Prénoms / Nombres

TIMOTHY KOK-FEE

Nationality / Nationalité / Nacionalidad

UNITED STATES OF AMERICA

Date of birth / Date de naissance / Fecha de nacimiento

[REDACTED]

Place of birth / Lieu de naissance / Lugar de nacimiento

MASSACHUSETTS, U.S.A.

Date of issue / Date de délivrance / Fecha de expedición

02 Mar 2016

Date of expiration / Date d'expiration / Fecha de caducidad

01 Mar 2026

Entrustment / Mandat / Encargos / Inclusiones

SEE PAGE 27

Sex / Sexe / Sexo

M

Authority / Autorité / Autoridad

United States

Department of State



USA

Checklist for Common Victualler with Alcohol


☒ Common Victualler Application

☐ New Restaurant ☒ Existing

Only
req'd
for
new
rest

☐ Description of Operations

☐ Copy of menu

☐ Vote of Corporation

☐ Litter Letter

☐ Delivery description

☐ Renovation Form

☐ License Interview Form

☐ State Tax Verification Form

☐ CORI Acknowledgement Form

☐ Three letters of reference

☐ A set of: a description, illustration, and/or detailed plans

☐ General and Liquor Liability Insurance Certificate (required prior to opening)

☐ Certificate of Occupancy, Use, or Inspection (required prior to opening)

☐ Workers' Compensation Form (required prior to opening)

☒ Legal Right to Occupy, a lease or deed

☐ Business Certificate (Town Clerk's Office)

☒ IN-PERSON class for the safe service of alcohol certification (Manager of Record)

☒ Crowd Manager Certification from the Massachusetts Department of Fire Services (Manager of Record – If there is a bar)

☒ Alternate Manager Application (if applicable)

☒ Entertainment Application (if applicable)

☒ Outdoor Seating Application (if applicable)

☐ Report from Brookline Police

☐ Report from Building

☐ Report from Fire

☐ Report from Health

☐ DPW (Outside seating only)



OFFICE OF SELECT BOARD
333 WASHINGTON STREET
BROOKLINE, MA 02445
(617) 730-2200

APPLICATION FOR COMMON VICTUALLER LICENSE

DATE: 4/22/2021

LOCATION: 1024A Commonwealth Ave, Boston MA 02215

APPLICANT: Stone Society Inc

INDIVIDUAL/PARTNERSHIP/CORPORATION

D/B/A: FIYA CHICKEN

BUSINESS OWNERSHIP- INDIVIDUAL/PARTNERS/CORPORATE OFFICERS:

Raymond Lee Owner FIYA CHICKEN @ GMAIL.COM

NAME	TITLE	EMAIL ADDRESS
<u>(718) 666-7214</u>		

TELEPHONE # ADDRESS

TIMOTHY K. LIU owner FIYA CHICKEN @ GMAIL.COM

NAME	TITLE	EMAIL ADDRESS
<u>(781) 413-7115</u>	<u>owner</u>	

TELEPHONE #

ADDRESS

Joe DeWitt

Owner

FIYACHICKEN@GMAIL.COM

NAME

TITLE

EMAIL ADDRESS

646-919-2601

TELEPHONE #

HAVE YOU PREVIOUSLY HELD A COMMON VICTUALLER LICENSE IN BROOKLINE/ELSEWHERE? YESIF YES, LOCATION: AND DATES: LOCATION: 1892 Commonwealth Ave, Boston MA 02215
DATE: 2014 - 2016

IF NOT, DO YOU HAVE PRIOR EXPERIENCE IN THE FOOD SERVICE BUSINESS: _____

IF YES, LOCATION: AND DATES: _____

HOURS OF OPERATION FOR FOOD SERVICE:DAYS: Everyday HOURS: 11AM - 2AM

DAYS: _____ HOURS: _____

DAYS: _____ HOURS: _____

HOURS OF OPERATION FOR ALCOHOLIC BEVERAGES SERVICE: (If applicable)DAYS: Everyday HOURS: 11AM - 2AM

DAYS: _____ HOURS: _____

DAYS: _____ HOURS: _____

PLEASE NOTE:THE TOWN'S PREPARED FOOD SALES REGULATIONS SET THE PERMISSIBLE HOURS OF FOOD SALES.

Korean Fried Chicken.

BYOB: Will you permit patrons to bring their own alcoholic beverages onto the premises? No

SEATING CAPACITY: _____ INSIDE: 22 OUTSIDE: 8

(Please attach plan showing location and layout of outdoor seating.)

By signing this application, the applicant absolves the Town and its officials, officers, employees, agents and representatives from all liability in connection with use by the applicant of the Town's portion of a public sidewalk. By signing this application, the applicant agrees to indemnify the Town for any damage to the Town's sidewalk resulting from the applicant's use of it, and agrees to indemnify the Town for any expenses the Town incurs in restoring the Town's sidewalk to its condition prior to use (in excess of any routine cleaning and maintenance service the Town would ordinarily have performed irrespective of the use).

Applicant agrees to outside seating terms and conditions:

NUMBER OF BATHROOMS : EMPLOYEE: 0 PUBLIC: 2

NUMBER OF PARKING SPACES (IF ANY): 0

NUMBER OF EMPLOYEES: 4-5 per shift

All Common Victualler Licenses are issued subject to and conditioned on the licensee's compliance with Massachusetts General Laws Chapter 140, Section 2 et seq., Article 8.10 of the Town By-Laws, and the Town's Prepared Food Sales Regulations.

Application Agrees to terms and conditions

APPLICANT SIGNATURE [Signature] TITLE: owner PHONE# (718) 666-7214

EMAIL ADDRESS RAYMOND.LEE@LYMEREDTEAHOUSE.COM

LICENSE INTERVIEW FORMTYPE OF LICENSE APPLYING FOR: Alcohol licenseNAME: Raymond LeeADDRESS: [REDACTED]EMAIL ADDRESS: RLLEE111@GMAIL.COMPHONE #: (718)666-7214PLACE OF BIRTH: USA, NYCFATHER'S NAME: CHENG HUN LEE MOTHER'S MAIDEN NAME: HUANGARE YOU A CITIZEN? YES ☒ NO ☐ ALIEN CARD #ARE YOU A VETERAN: YES ☐ NO ☒

RESIDENCES FOR LAST FIVE YEARS

DATE: 2015 - present LOCATION: Boston

DATE: LOCATION:

DATE: LOCATION:

DATE: LOCATION:

DATE: LOCATION:

EDUCATION

DATE: 2009 LOCATION: Columbia University MBA

DATE: 2008 LOCATION: Binghamton University

DATE: LOCATION:

DATE: LOCATION:

EMPLOYMENT HISTORY

DATE: 2012 - Present LOCATION: BOSTON POSITION owner

DATE: LOCATION: POSITION

DATE: LOCATION: POSITION

DATE: LOCATION: POSITION

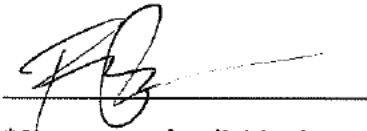
DATE: LOCATION: POSITION

SIGNATURE:  DATE: 4/22/2024**(PLEASE SUBMIT THREE CHARACTER REFERENCES WITH APPLICATION)**

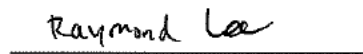


STATE TAX VERIFICATION FORM

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes as required under law.



*Signature of Individual



By: Corporate Officer



** Social Security #

Voluntary or Federal ID #



EIN

*This license will not be issued unless this certification clause is signed by the applicant.

**Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Massachusetts General Law Chapter 62C, Section 49A.

VOTE OF CORPORATIONDATE: 3/8/2021AT A MEETING OF THE BOARD OF DIRECTORS OF SEAM SOCIETY INCHELD AT: 1024 Commonwealth Ave ON: Thursday

IT WAS DULY VOTED THAT THE CORPORATION APPLY TO THE LICENSING BOARD FOR THE TOWN OF BROOKLINE FOR A

RAYMOND LEE
ALTERNATE MANAGER For Timothy K. Liu

(TYPE OF LICENSE)

FOR THE YEAR 2021 TO BE EXERCISED ON THE PREMISES LOCATED AT1024A Commonwealth Ave Boston MA 02215VOTED: TO AUTHORIZE Raymond Lee TO SIGNTHE APPLICATION FOR THE LICENSES IN THE NAME OF SEAM SOCIETY INC
DBA. FIYA CHICKEN AND TO EXECUTE ON ITS BEHALF ANY NECESSARY PAPERS, AND TO DO ALL THINGS REQUIRED RELATIVE TO THE GRANTING OF THE LICENSE.THIS CORPORATION HAS BEEN RESOLVED.

A TRUE COPY

ATTEST:

 CLERK



OFFICE OF SELECT BOARD
333 WASHINGTON STREET
BROOKLINE, MA 02445
(617) 730-2200

Certificate of Occupancy or Certificate of Use Agreement

All new establishments, pursuant to 780 CMR The Massachusetts State Building Code Section R110.0 or 111.0 as amended, are required to obtain a Certificate of Occupancy or Certificate of Use from the Building Department.

After the Select Board approval, prior to the start of business, a Certificate of Occupancy or Certificate of Use must be provided to the Select Board's Office to be filed with the application.

With the submittal of the Certificate of Occupancy or Certificate of Use you will then, and only then, be issued the license(s) associated with your establishment. These licenses are required to be in your possession prior to your establishment being open to the public.

Operating an establishment without proper licensing and/or Certificate may result in fines and possibly closure of the establishment until you have been cleared, by departmental approval, to open.

Any questions or concerns in regards to obtaining a Certificate of Occupancy or Certificate of Use can be answered at the Brookline Building Department 617-730-2100.

Application Agrees to terms and conditions:

APPLICANT SIGNATURE  TITLE: owner

PHONE#: (617) 666-7214 EMAIL ADDRESS: RAYMOND.LEE@limeredtenhouse.com

EDUCATION

DATE: 2010 LOCATION: UMASS Amherst

DATE: 2005 LOCATION: Randolph High

DATE: LOCATION:

DATE: LOCATION:

EMPLOYMENT HISTORY

DATE: 2017 - current LOCATION: Caffe Nero POSITION: Manager

DATE: 2014 - 2017 LOCATION: Starbucks Braintree POSITION: Shift Manager

DATE: LOCATION: POSITION

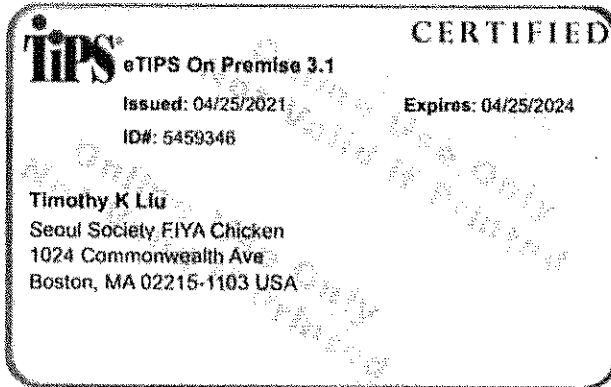
DATE: LOCATION: POSITION

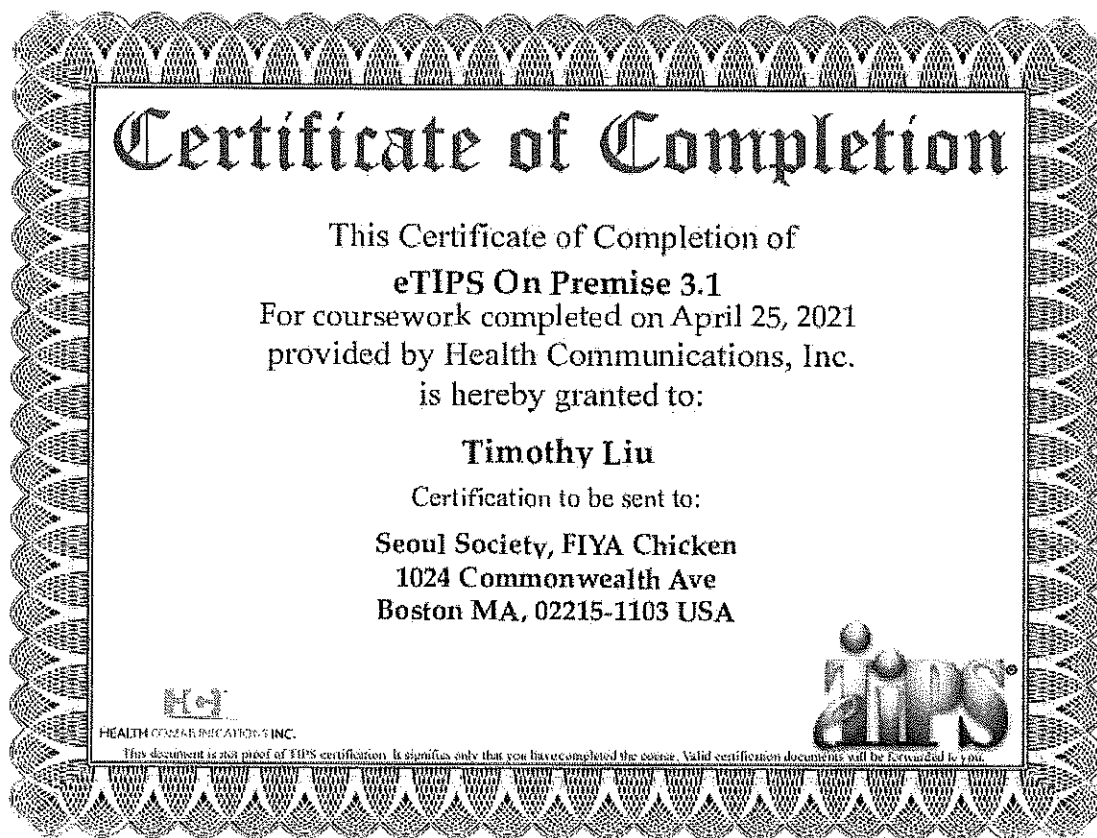
DATE: LOCATION: POSITION

SIGNATURE:  DATE: 4/17/2021**(PLEASE SUBMIT THREE CHARACTER REFERENCES WITH APPLICATION)**

BACK

PARTICIPANT CARD





APPENDIX A - CORI Acknowledgment Form

I am an: (please check one)

☐

Applicant - Position: _____ Department/License: _____

☐

Volunteer - Position: _____ Department: _____

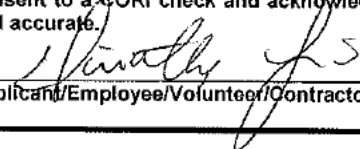
☐

Employee - Position: _____ Department: _____

☐

Contractor - Company Name _____

The Town of Brookline is registered under the provisions of M.G.L. c. 6, §172 to receive CORI for the purpose of screening current and otherwise qualified prospective employees, subcontractors, volunteers, license applicants, current licenses, and applicants for the rental or lease of housing. As the prospective or current employee, subcontractor, volunteer, license applicant, current licensee, or applicant for the rental or lease of housing, I understand that a CORI check will be submitted for my personal information to the DCJIS (and in the case of certain license applicants subject to fingerprint-based background checks, to the FBI). I hereby acknowledge and provide permission to The Town of Brookline to submit a CORI check for my information. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing The Town of Brookline with written notice of my intent to withdraw consent to a CORI check. For employment, volunteer, and licensing purposes only: The Town of Brookline may conduct subsequent CORI checks within one year of the date this Form was signed by me provided, however, that The Town of Brookline must first provide me with written notice of this check 72 hours in advance. By signing below, I provide my consent to a CORI check and acknowledge that the information provided on this Acknowledgment Form is true and accurate.


 Applicant/Employee/Volunteer/Contractor Signature

 4/7/2021
 Today's Date
Applicant/Volunteer/Employee/Contractor Information (Please Print)Last Name: Liu First Name: Timothy MI: K

Current Address: _____

Former Address(es): _____

Maiden Name or Alias (If Applicable): _____ Place of Birth: Boston, MA

Date of Birth: _____ Last 6 digits of Social Security Number: _____

Sex: M Height: 5 ft. 10 in. Race: Asian Eye Color: Brown

State Driver's License Number (Include State): _____ ID Theft Index PIN*: _____

List any other name(s) or dates of birth that appear in DCJIS's database: _____

Mother's Full Maiden Name: Ng Father's Name: Clifford

*The Identify Theft Index PIN Number is not required and only for those applicants who have been issued an Identity Theft Index PIN Number by the DCJIS. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the Accuracy of the CORI request process.









*****For Official Use Only*****

I certify that the foregoing person was identified in conformity with Town Policy using the following form of acceptable _____ government-issued _____ identification: _____ (List ID Type)

Signature of CORI-Authorized Employee: _____ Date: _____

Name and Position of CORI-Authorized Employee: _____

[illegible]

CONSTRUCTION LEGEND	
CONCRETE CONSTRUCTION TO FINISH	
ASBESTOS CONSTRUCTION TO REMAIN	
ASBESTOS CONSTRUCTION TO BE REMOVED	
NON-CONSTRUCTION	
INTERIOR WALL ASSEMBLY TO REMAIN	
DIFFERENT WALL ASSEMBLY TO BE REMOVED	
NEW SYSTEM/ASSEMBLY	
WET IN ACQUIRE	

[illegible]

EQUIPMENT KEY	
1	BOILER/HEATER - 10000 BTU
2	BAKING OVEN
3	BAKING OVEN
4	BAKING OVEN
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100	BAKING OVEN

9.A

For Permit


Project: **Enlarged Dining Room**

Client: **Joe The Architect**

Address: **1024 Commonwealth Ave, Boston, MA 02215**

Architect: **Joe The Architect**

Scale: **1/8" = 1'-0"**



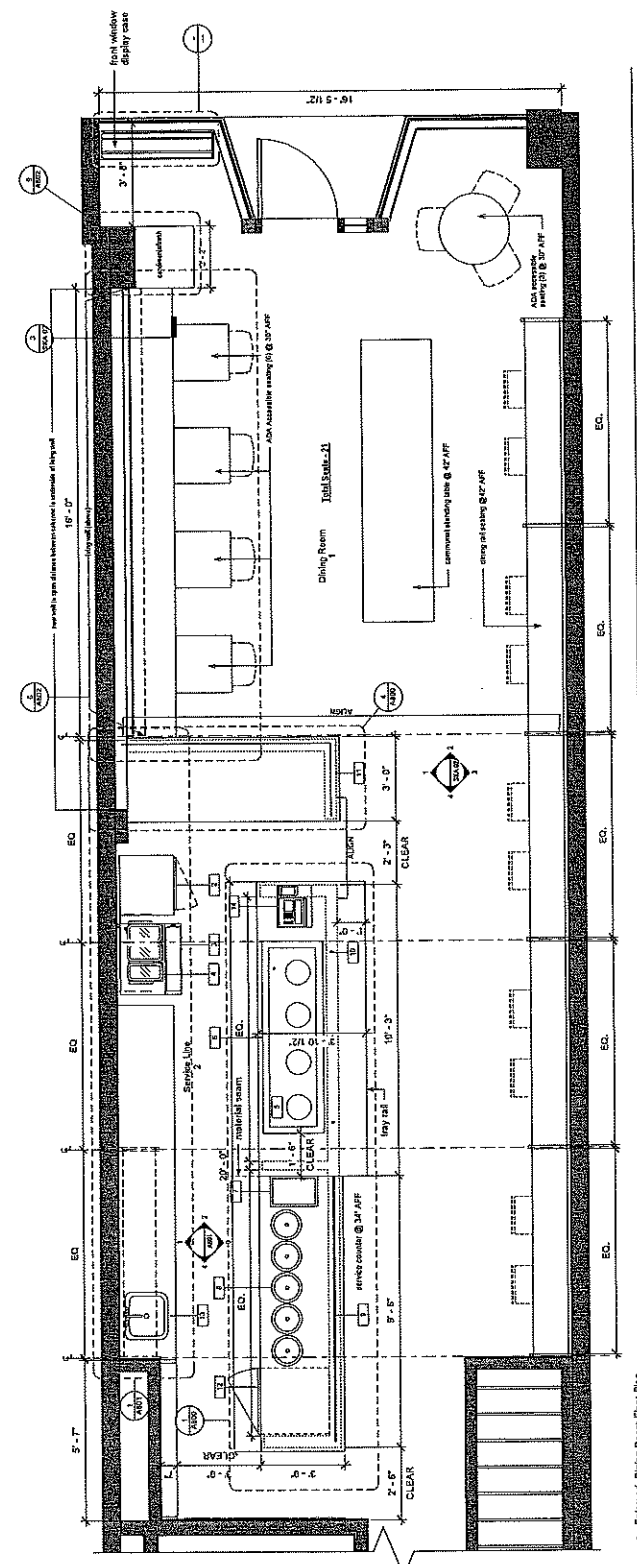
Project: **Enlarged Dining Room**

Client: **Joe The Architect**

Address: **1024 Commonwealth Ave, Boston, MA 02215**

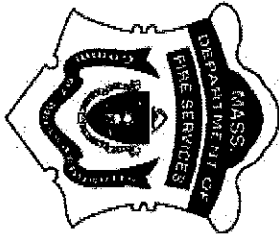
Architect: **Joe The Architect**

Scale: **1/8" = 1'-0"**



① Enlarged Dining Room Floor Plan
1/8" = 1'-0"

Sheet Number	A111
Project Name	Enlarged Dining Room Floor Plan
Scale	1/8" = 1'-0"
Author	Joe The Architect
Checker	Joe The Architect
Date	10/1/2023



Commonwealth of Massachusetts
Executive Office of Public Safety and Security
Department of Fire Services
Office of the State Fire Marshal

Certificate of Completion

This certifies that

Timothy Liu

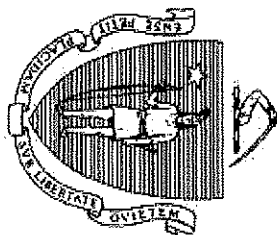
Successfully completed the Crowd Manager Training Program
In accordance with 527 CMR 1.00:20.1.5.6 - Designation of a Crowd Manager

Date issued: May 20, 2021

Expires: May 20, 2024

Certificate #: mFprGYNF3A2Tbi

Peter Ostroskey
 State Fire Marshal



May 19th, 2021

To Whom It May Concern,

I am writing this letter to express confirmation that Tim Liu of Randolph, MA has been my work associate since 2014. Tim has successfully managed my teams while he was working with me as a Supervisor for my store. Today he is my co-business partner out in our expansions in Eastern MA. Please let me know if there is anything else you would like to know about our relationship, I am happy to answer.

Thank you,
Joe Deng



joe.deng@limeredteahouse.com
646-919-0601



May 19, 2021

Hello,

I am enthusiastically writing this letter of recommendation for Timothy, a resident in Greater Boston and the co-owner and partner of Fiya Chicken, otherwise known as Seoul Society Chicken Inc.

I have personally known Tim for nearly two years and have worked alongside him for as we established the business, Fiya Chicken in Allston, Massachusetts.

Tim is an outstanding restaurant manager – he was formerly the training manager general for Caffè Nero, one of the largest global brands in coffee restaurants. Tim is not only an excellent employee trainer, but upholds the highest standards in the restaurant business.

If you have any further questions about Tim and our business relationship, feel free to contact me and I would be happy to answer!

Best,

Joseph S. Lee

Global Account Marketing Manager

Arrow Electronics, AspenCore SAAS & Media Division

Joseph.Lee@AspenCore.com

541-740-3889

Former Marketing Director for LimeRed Boston Inc.

- LimeRed Teahouse Amherst, Boston and Northampton (www.limeredteahouse.com)
- Fiya Chicken (www.fiyachicken.com)
- HoneyCrisp Chicken (www.honeycrispchicken.com)

To whom it may concern:

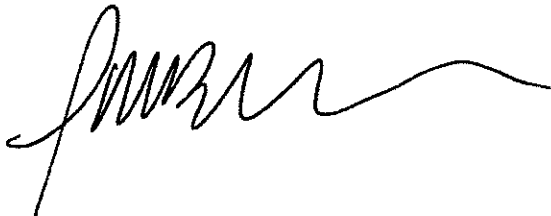
I am writing this reference on behalf of Timothy Liu, who is applying for a liquor license as the owner of Fiya Chicken at 1024 Commonwealth Avenue. I have known Tim for three years, for the majority of which we worked as colleagues.

Tim is responsible, hardworking, and kind. As a store manager at Caffè Nero, he was known throughout the company as someone who was dedicated to both his staff and the company. I can think of numerous instances where he worked longer hours than his peers to ensure his goals were met and his team was cared for. Tim's achievements deservedly earned him a coveted spot in the Director's Circle, where he was able to advise the corporate team on the application and practice of company policy and procedure.

Most recently Tim has brought this hardworking nature to Fiya, which has quickly become a beloved asset to the neighborhood. I have been impressed with his fortitude, patience, and success as he and his business partner opened a new restaurant in the midst of a pandemic and I look forward to seeing their accomplishments as the city fully reopens and moves back to normalcy.

Please reach out with any further questions.

Thank you for your consideration,

A handwritten signature in black ink, appearing to read 'Marie Billiel', with a long, sweeping horizontal line extending to the right.

Marie Billiel
718-233-7546
marie.billiel@gmail.com

Checklist for Alternate Manager



- ☒ Alternate Manager Application
 - ☒ License Interview Form
 - ☒ CORI release form
 - ☒ Three letters of reference
 - ☒ Vote of Corporation
 - or letter from manager of record
 - ☒ IN-PERSON class for the safe service of alcohol certification
 - **On-line class will be accepted during the Covid-19 pandemic only**
 - ☒ Crowd Manager Certification from the Massachusetts Department of Fire Services (Only if there is a bar)
 - ☒ Valid Identification (State issued License, Passport, etc.)
-
- ☐ Report from Brookline Police Chief

TOWN OF BROOKLINE
ALTERNATE MANAGER'S APPLICATION

1. LICENSEE INFORMATION:

2. MANAGER INFORMATION:

3. CITIZENSHIP INFORMATION:

(Submit proof of citizenship and/or Naturalization such as Voter's Certificate, Birth Certificate or Naturalization Papers)

4. BACKGROUND INFORMATION:

Limited Testase - 2010 - present - owner - (617)-396-454

Signature

Date _____

4/26/2021



LICENSE INTERVIEW FORM

TYPE OF LICENSE APPLYING FOR: Alcohol license

NAME: Raymond Lee

ADDRESS: [REDACTED]

EMAIL ADDRESS: RLee111@gmail.com

PHONE #: (718) 666-7214

PLACE OF BIRTH: USA, NYC

FATHER'S NAME: CHUCK HUN LEE MOTHER'S MAIDEN NAME: HUN LEE

ARE YOU A CITIZEN? YES ☒ NO ☐ ALIEN CARD # _____

ARE YOU A VETERAN: YES ☐ NO ☒

RESIDENCES FOR LAST FIVE YEARS

DATE: 2015 - present LOCATION: Boston

DATE: _____ LOCATION: _____

DATE: _____ LOCATION: _____

DATE: _____ LOCATION: _____

DATE: _____ LOCATION: _____

EDUCATION

DATE: 2009 LOCATION: Columbia University MBA

DATE: 2008 LOCATION: Binghamton University

DATE: LOCATION:

DATE: LOCATION:

EMPLOYMENT HISTORY

DATE: 2012 - present LOCATION: BOSTON POSITION owner

DATE: LOCATION: POSITION

DATE: LOCATION: POSITION

DATE: LOCATION: POSITION

DATE: LOCATION: POSITION

SIGNATURE:  DATE: 4/22/2024**(PLEASE SUBMIT THREE CHARACTER REFERENCES WITH APPLICATION)**

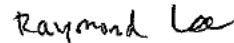


STATE TAX VERIFICATION FORM

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes as required under law.



*Signature of Individual



By: Corporate Officer


 89. ETW

** Social Security #

Voluntary or Federal ID #

*This license will not be issued unless this certification clause is signed by the applicant.

**Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Massachusetts General Law Chapter 62C, Section 49A.

VOTE OF CORPORATIONDATE: 3/8/2021AT A MEETING OF THE BOARD OF DIRECTORS OF SEAM SOCIETY INCHELD AT: 1024 Commonwealth Ave ON: Thursday

IT WAS DULY VOTED THAT THE CORPORATION APPLY TO THE LICENSING BOARD FOR THE TOWN OF BROOKLINE FOR A

RAYMOND LEE
ALTERNATE MANAGER For Timothy K. Lim

(TYPE OF LICENSE)

FOR THE YEAR 2021 TO BE EXERCISED ON THE PREMISES LOCATED AT1024 Commonwealth Ave Boston MA 02215VOTED: TO AUTHORIZE Raymond Lee TO SIGNTHE APPLICATION FOR THE LICENSES IN THE NAME OF SEAM SOCIETY INC
DBA. FRYA Chicken AND TO EXECUTE ON ITS BEHALF ANY NECESSARY PAPERS, AND TO DO ALL THINGS REQUIRED RELATIVE TO THE GRANTING OF THE LICENSE.THIS CORPORATION HAS BEEN RESOLVED.

A TRUE COPY

ATTEST:


CLERK

APPENDIX A - CORI Acknowledgment Form

I am an: (please check one)

Applicant - Position: ALTERNATIVE MANAGER Department/License: _____

Volunteer - Position: _____ Department: _____



Employee - Position: _____ Department: _____



Contractor - Company Name: _____

The Town of Brookline is registered under the provisions of M.G.L. c. 6, §172 to receive CORI for the purpose of screening current and otherwise qualified prospective employees, subcontractors, volunteers, license applicants, current licenses, and applicants for the rental or lease of housing. As the prospective or current employee, subcontractor, volunteer, license applicant, current licensee, or applicant for the rental or lease of housing, I understand that a CORI check will be submitted for my personal information to the DCJIS (and in the case of certain license applicants subject to fingerprint-based background checks, to the FBI). I hereby acknowledge and provide permission to The Town of Brookline to submit a CORI check for my information. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing The Town of Brookline with written notice of my intent to withdraw consent to a CORI check. For employment, volunteer, and licensing purposes only: The Town of Brookline may conduct subsequent CORI checks within one year of the date this Form was signed by me provided, however, that The Town of Brookline must first provide me with written notice of this check 72 hours in advance. By signing below, I provide my consent to a CORI check and acknowledge that the information provided on this Acknowledgment Form is true and accurate.

Applicant/Employee/Volunteer/Contractor Signature

Today's Date

4/26/2021

Applicant/Volunteer/Employee/Contractor Information (Please Print)Last Name: LEE First Name: RAYMOND MI: _____

Current Address: _____

Former Address: _____

Maiden Name or Alias (If Applicable): N/A Place of Birth: NYC

Date of Birth: _____ Last 6 digits of Social Security Number: _____

Sex: M Height: 5 ft. 10 in. Race: Asian Eye Color: Brown

State Driver's License Number (Include State): _____ ID Theft Index PIN*: _____

List any other name(s) or dates of birth that appear in DCJIS's database: _____

Mother's Full Maiden Name: HUANG Father's Name: CHENK

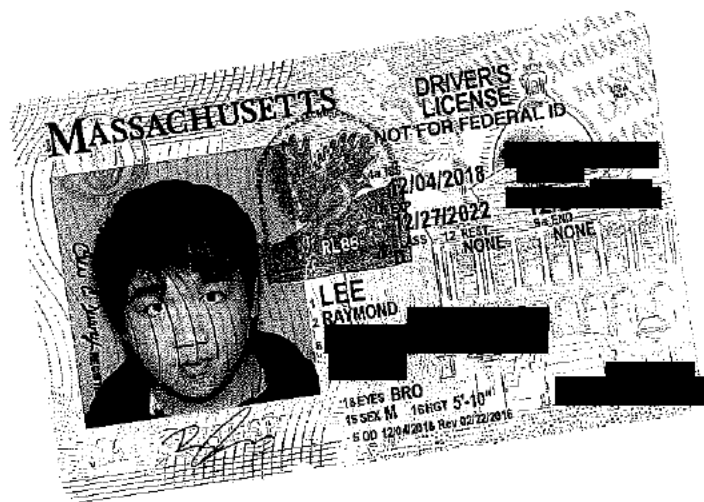
*The Identify Theft Index PIN Number is not required and only for those applicants who have been issued an Identity Theft Index PIN Number by the DCJIS. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the Accuracy of the CORI request process.

*****For Official Use Only*****

I certify that the foregoing person was identified in conformity with Town Policy using the following form of acceptable government-issued identification: (List ID Type)

Signature of CORI-Authorized Employee: _____ Date: _____

Name and Position of CORI-Authorized Employee: _____





May 19, 2021

Hello,

I am enthusiastically writing this letter of recommendation for Raymond Lee, a Boston resident and the founder & owner of multiple restaurants across Massachusetts.

I have personally known and worked with Raymond in many capacities for over 6 years, and therefore had ample opportunity to observe his skills, demeanor, and dedication to work.

Raymond is an outstanding business owner and has a deep understanding of how to start a restaurant business from the ground up. Anything from building permits and construction to menu design and food inventory, Raymond is not only self-taught, but an expert. I've seen many local Boston business owners come to Raymond for advice and help in running their own businesses.

I've worked since 2017 as his marketing manager – I handle everything from social media ads to webmaster duties. Raymond has proved to be extremely knowledgeable in everything pertaining to his stores and is resourceful enough to fix things on his own if need be. He is, hands down, one of the best business owners and bosses I have ever worked for.

If you have ANY questions regarding Raymond, whether they are about his character, work ethic, or business acumen, I would be happy to answer them with detailed answers about how he excels in each category.

Best,

Joseph S. Lee

Global Account Marketing Manager
Arrow Electronics, AspenCore SAAS & Media Division
Joseph.Lee@AspenCore.com
541-740-3889

Former Marketing Director for LimeRed Boston Inc.

- LimeRed Teahouse Amherst, Boston and Northampton (www.limeredteahouse.com)
- Fiya Chicken (www.fiyachicken.com)
- HoneyCrisp Chicken (www.honeycrispchicken.com)


May 19th, 2021

To Whom It May Concern,

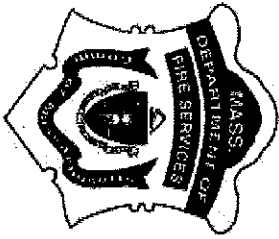
I am writing this letter to express confirmation that Raymond Lee of Brighton, MA has been my business partner since 2011. We have successfully launched multiple businesses together and today we take care of our businesses together with Raymond more focused on Eastern MA. Please let me know if there is anything else you would like to know about our relationship, I am happy to answer.

Thank you,

Joe Deng


joe.deng@limeredteahouse.com

646-919-0601



Commonwealth of Massachusetts
Executive Office of Public Safety and Security
Department of Fire Services
Office of the State Fire Marshal
Certificate of Completion

This certifies that

Lee Raymond

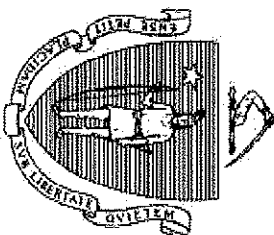
Successfully completed the Crowd Manager Training Program
In accordance with 527 CMR 1.00:20.1.5.6 - Designation of a Crowd Manager

Date issued: May 20, 2021

Expires: May 20, 2024

Certificate #: 2pTP4ANTVbed8zw

Peter Ostroskey
 State Fire Marshal





eTIPS On Premise 3.1

CERTIFIED

Issued: 4/28/2021

Expires: 4/28/2024

ID#: 5460881

Raymond Lee
FIYA Chicken
1024A Commonwealth Ave
Boston, MA 02215-1103

For service visit us online at www.gettips.com



eTIPS On Premise 3.1

CERTIFIED

Issued: 4/25/2021

Expires: 4/25/2024

ID#: 5459346

Timothy K Liu
Seoul Society
FIYA Chicken
1024 Commonwealth Ave
Boston, MA 02215-1103

For service visit us online at www.gettips.com



300 WASHINGTON ST.
BROOKLINE, MA 02445

P. (617) 383-6000
F. (617) 383-6001

From the Desk of:
Robert L. Allen, Jr., Esq.
ballen@boballenlaw.com

June 15, 2021

VIA E-MAIL

Mel Kleckner, Town Administrator
Brookline Town Hall
333 Washington Street
Brookline, MA 02445

Re: Coolidge Corner Theater – Request for Waiver of Fees

Dear Mel:

As you are aware, the Coolidge Corner Theatre has gone through the permitting process for its expansion project that will add 14,000 square feet to the existing building, including two new, state-of-the-art screens and a new Community Education and Engagement Center.

Featuring design by award-winning architecture firm Höweler + Yoon, the expansion will integrate seamlessly with the existing historic, Art Deco building. The new space will accommodate two new state-of-the-art theaters (with 149 seats and 57 seats, respectively); a 688 square foot Community Education and Engagement Center that will accommodate a 60-seat classroom space for our educational offerings, event space for theater and community gatherings and post-screening discussions, a catering kitchen and outdoor roof deck, a media library; and a new entrance and lobby and concessions area with improved accessibility. The box office and main theatre entrance will be relocated to the Centre Street parking lot [as pictured above], and current common areas will be upgraded for improved accessibility. In addition, the Coolidge Corner Theatre will undertake, at its expense, all of the sitework and improvements entailed in the reconstruction of the Town owned parking area situated behind the Theatre.

As best said by Michael Maynard, Coolidge Board Chairman; “Since 1933, the Coolidge Corner Theatre has showcased great works of cinema and offered innovative programming to audiences of all ages – creating community and a cultural life force – for Brookline and Greater Boston. This past pandemic year has been challenging, but we are incredibly moved by the outpouring of support we’ve received from the community, and are thrilled to share the news about this exciting new chapter in Coolidge history. This expansion will allow us to do more of what we do best in a gorgeous new space that fits perfectly with our historic theatre. It will be the Coolidge that we all know and love, only bigger and better.”


Pending the issuance of the building permit, construction is scheduled to commence in mid July 2021, with a projected end date of August 2022. Being a nonprofit community theater, this project has relied heavily on generous donations. Thanks to the philanthropic support of numerous individuals, families, and foundations, and despite these difficult times for fundraising, the Coolidge

has raised 85 percent of its campaign goal and continues to actively fundraise. With that in mind, we would appreciate the opportunity to be placed on the Select Board's agenda to respectfully request that the Board waive the building permit fee, projected to be \$150,000, as well as the meter parking fees, which include using 12 metered spaces behind the Coolidge for purposes of staging and construction parking, projected to be \$54,000.

The Coolidge anticipates minimal disruption to regular business as construction will take place during the morning and early afternoon, and the bulk of the work will be adding on to the existing building. The theatre, which was recently named one of the world's 50 most beautiful cinemas by Time Out, reopened on May 13 following 14 months of pandemic-related closure.

We appreciate the Select Board's consideration of this request and your continued support of this Town gem. We look forward to presenting additional details and answering any questions the Board may have.

Very Truly Yours,



Robert L. Allen, Jr.



For Immediate Release

Coolidge Corner Theatre contact:

Marianne Lampke

marianne@beaconcinema.com

617-771-2225

**COOLIDGE CORNER THEATRE ANNOUNCES TRANSFORMATIVE
EXPANSION PROJECT**

*Design by award-winning architecture firm Höweler + Yoon will add new screens and a
Community Education and Engagement Center*



Brookline, Massachusetts (DATE) — The Coolidge Corner Theatre ('the Coolidge') today announced [The Campaign for the Coolidge](#), a \$12.5 million expansion project that will add 14,000 square feet to the existing building, including two new, state-of-the-art screens and a new Community Education and Engagement Center.

PCAC Applicants

June 2021

Sandra Pelkie (interviewed 6/15/21)
Raj Dhanda (interviews 6/22/21)
Paul Yee (interviews 6/22/21)
Anne Weaver (postponing application)
Jean Senat Fluery (interviews 6/29/21)
Lynda Roseman (interviews 6/29/21)
Michael Sandman (interviews 6/29/21)
George Vien (interviews 6/29/21)
Kevin Kane (interviews 6/29/21)
Samuel Botsford (interviews 6/29)
Michael Zoorob (interviews 6/29)
Kristan Singleton (interviews 7/6/21)
Kimberley Richardson (interviews 7/6/21)
David Driscoll (has not responded with interview availability)

Online Form Submittal: Board/Commission Application Form

notifications@brooklinema.gov <notifications@brooklinema.gov>

Wed 6/16/2021 9:28 AM

To: Devon Fields <dfields@brooklinema.gov>; Ben Vivante <bvivante@brooklinema.gov>

Board/Commission Application Form

Please use this form to apply for one of the [open Board/Commission positions](#). We welcome your application and will respond to you quickly.

Name	Kevin B Kane
Address	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
Application for specific Board/Commission?	Applying for Police Commissioners Advisory Committee. I was interested in this opportunity as soon as I heard about it.
What type of experience can you offer this Board/Commission?	I recently purchased a condo in Brookline on Hammond Street; however, I spent the first 30 years of my life in this town. I graduated Brookline High School in 1993 and went on to secure degrees from the University of Massachusetts and Boston College. I've spent the past 15 years working in the financial services industry. My main focus has been consulting and project management. I've worked with a very diverse group of people and during that time I've been tasked with managing people from different cultures and projects from different countries. Getting people to work together for a common goal is always challenge. I always aim to treat people with respect. I respect people from all cultures and communities and I respect the police. We are all trying to do job and its critical we work together. I feel I have a unique perspective and growing up in Brookline and understanding the unique nature of this town will help me in this role. In given the opportunity to work on this commission I will take it very seriously and work with the town Select Board to improve policing services in Brookline and to foster a more inclusive, equitable, and effective Police Department. In conclusion, I have two young boys (Brian 6 and Liam 3), and I want them to grow up in a community where we promote mutual respect for all, including a deep respect for the Police force.
What type of issue would you like to see this Board/Commission address?	I think at this time in our contries history, trust between the community and its police force is the most important issue to tackle. My goal is to bring people together and share a new perspective. I've lived in Cape Town South Africa and Sao Paulo Brazil, I've seen what happens when trust breaks down between the community and its police force. We are very lucky

to live in beautiful and safe community and there is no reason why we cannot work together to achieve a common goal.

Are you involved in any other Town activities?	Not yet, this would be the first town activity. I plan to volunteer my time coaching my children and other grade school kids
Do you have time constraints that would limit your ability to attend one to two meetings a month?	no time constraints
IF RELEVANT, YOU CAN ATTACH OTHER MATERIALS (RESUME, NEWSPAPER, MAGAZINE, OR JOURNAL ARTICLE, ETC.)	Kevin Kane Resume 18MAY2021.doc

Email not displaying correctly? [View it in your browser.](#)

Kevin B. Kane

Results oriented professional with deep experience in project management, consulting, and business development. Proven track record of achieving results spanning operations transformation, product growth, and long-term client satisfaction.

- Program / Project Management ➤ Product Management ➤ Pre-Sales ➤ Relationship Management
- RFP / RFI Design ➤ Requirements Analysis ➤ Consulting ➤ Business Process Outsourcing

Professional Experience

Temenos USA

September 2012 – Present

Temenos is a core banking, payments, fund management, and wealth management software product, with 3,000 clients across the globe

Temenos USA

September 2012 – Present

Temenos is a core banking, payments, fund management, and wealth management software product, with 3,000 clients across the globe

Multifonds Fund Administration

Cape Town

SA

Project Manager

- Led pre-sales proof of concept, responsibilities included, conducting product review sessions, drafting project initiation document, preparing detailed project plan, and distributing daily status reports
- Drafted multiyear project plan to incorporate all aspects of Curo program (Hi-port replacement, new reporting engine, inbound/outbound interface development, installation and testing of TLM trade management and reconciliation tool)
- Coordinated with Temenos product team to ensure clients developments were delivered in line with major project milestones
- Responsible for client billing, monitoring revenue recognition, cash collection and overall project budget
- Worked with Temenos preferred partners to secure additional resource's
- Successfully migrated 300 funds from client's legacy fund accounting application to Multifonds

Multifonds Fund Administration

Boston, MA

Project Manager

September

2012-October

2018

- Led implementation effort at Large Canadian Insurance company
- Successfully migrated 1600 funds from legacy accounting system to Multifonds
- Prepared multi-year project plan covering entire program from gap analysis, BRD/FRD documentation, Multifonds installation, database sizing, resource allocation, integration, and reporting,
- Conducted pre-sales product demos of Multifonds Global Accounting Application

11.B.

- Successfully migrated 4 third party administrators to Multifonds Global Accounting Application, including the first Multifonds client in North America

Deloitte & Touché, LLP 2012

January 2011 – September

Deloitte is an audit, and financial advisory firm servicing clients in over 150 countries.

Manager, Business Risk

Boston, MA

- Supported high impact consulting engagements to achieve business process optimization and strengthen overall client relationships
- Assisted a large asset manager in developing a transfer agent strategy for their international mutual fund and ETF operations. Activities included an analysis of current state operations, evaluating the operational requirements in targeted global markets, conducting a peer group assessment of service practices, conducting a comparison analysis of potential TA solutions and developing recommendations for the future state operating model.
- Led an assessment of 529 Plan's operations, control structure, accounting, and record-keeping processes. Plan operations and controls were benchmarked against leading mutual fund and 529 program practices and risk considerations identified within the current operating and control environment
- Assisted with analysis of the information policies and procedures to help the client comply with Federal Reserve regulations, including business continuity planning, information security & risk assessment, and operational governance.

Multifonds US LLC (Acquired by Temenos: March 2015)

November 2007 – December

2010

Multifonds is a Global Accounting and Transfer Agency Application with 7 Trillion (US) assets under management, servicing clients across 30 countries.

Senior Consultant / Associate Manager

Boston, MA

- Led proof of concept with Citi Bank Brazil to demonstrate Multifonds ability to support unique Brazilian fund administration requirements
- Provided daily functional and technical support to North American, South American, and European clients

State Street Corporation

State Street provides investment services, broker / dealer services and investment management to financial institutions such as asset managers, insurance companies and asset owners.

Global Fund Solutions, Investment Manager Solutions Business Development Consultant

Boston, MA

Investor Services Fund Accounting Manager / Officer

Boston, MA

EDUCATION

11.B.

Master of Business Administration

Boston College

Bachelor of Arts & Sciences

University of Massachusetts

Study Abroad Program

University of Limerick, Ireland

Online Form Submittal: Board/Commission Application Form

notifications@brooklinema.gov <notifications@brooklinema.gov>

Wed 5/12/2021 1:37 PM

To: Devon Fields <dfields@brooklinema.gov>; Ben Vivante <bvivante@brooklinema.gov>

Board/Commission Application Form

Please use this form to apply for one of the [open Board/Commission positions](#). We welcome your application and will respond to you quickly.

Name	Michael Sandman
Address	[REDACTED]
Home Phone	[REDACTED]
[REDACTED]	[REDACTED]
Email	[REDACTED]
Application for specific Board/Commission?	Police Commissioners Advisory Committee
What type of experience can you offer this Board/Commission?	Familiar with data analysis esp. traffic/transportation; familiar with Town operations
What type of issue would you like to see this Board/Commission address?	Advise the Select Board and the Police with a goal of ensuring inclusive, equitable, and effective, "user-friendly" policing for all..
Are you involved in any other Town activities?	Chair, Advisory Committee; former chair, Transportation Board; TMM precinct 3; member, Reimagining Policing Task Force
Do you have time constraints that would limit your ability to attend one to two meetings a month?	No
IF RELEVANT, YOU CAN ATTACH OTHER MATERIALS (RESUME, NEWSPAPER, MAGAZINE, OR JOURNAL ARTICLE, ETC.)	Field not completed.

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Online Form Submittal: Board/Commission Application Form

notifications@brooklinema.gov <notifications@brooklinema.gov>

Wed 5/26/2021 10:53 PM

To: Devon Fields <dfields@brooklinema.gov>; Ben Vivante <bvivante@brooklinema.gov>

Board/Commission Application Form

Please use this form to apply for one of the [open Board/Commission positions](#). We welcome your application and will respond to you quickly.

Name	Jean Senat Fleury
Address	[REDACTED]
Home Phone	[REDACTED]
Work Phone	[REDACTED]
[REDACTED]	[REDACTED]
Application for specific Board/Commission?	Police Commissioners Advisory Committee (PCAC)
What type of experience can you offer this Board/Commission?	My expertise as a training expert at the school of police in Haiti, a long time investigate judge in Haiti
What type of issue would you like to see this Board/Commission address?	Accountability and Transparency - Excessive use of Force - Inadequate Training
Are you involved in any other Town activities?	TMM15
Do you have time constraints that would limit your ability to attend one to two meetings a month?	NO
IF RELEVANT, YOU CAN ATTACH OTHER MATERIALS (RESUME, NEWSPAPER, MAGAZINE, OR JOURNAL ARTICLE, ETC.)	CV JSF.docx

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Jean Sénat Fleury

Website: jsf-author.com

Last name: Sénat Fleury

First name: Jean

Place: Saint-Marc, Haiti

Primary and Secondary School

- École Frère Hervé (Saint-Marc)

Higher Education

- Law Degree – School of Law in Port-au-Prince, (Haiti), (1984–1988)
- Graduate at the School of Magistrate of Paris and Bordeaux, (France), 1995 – 1996
- PRE-MBA/Northeastern University, (Boston), (2007–2008)
- Paralegal/ Northeastern University (Boston) (2009)
- Political Sciences/Suffolk University, (Boston), (2011–2013)
- Public Administration/Suffolk University, (Boston), (2011–2013)

Experience

- Investigate Judge in Haiti (1987–2004)
- Training Advisor at the Academy of Police in Port-au-Prince (Haiti)
- Director of Studies at the School of Magistrate in Port-au-Prince, (Haiti), (2001–2004)
- Professor of Law in Haiti (1997–2002)
- French Teacher (1988–2000)
- Director Art-For-Change (Non Profit) in Massachusetts
- TMM15

Actual Occupation

Professional writer

11.B.

Online Form Submittal: Board/Commission Application Form

notifications@brooklinema.gov <notifications@brooklinema.gov>

Wed 4/21/2021 5:09 PM

To: Devon Fields <dfields@brooklinema.gov>; Ben Vivante <bvivante@brooklinema.gov>

Board/Commission Application Form

Please use this form to apply for one of the [open Board/Commission positions](#). We welcome your application and will respond to you quickly.

Name	Lynda Roseman
Address	[REDACTED]
Home Phone	[REDACTED]
[REDACTED]	[REDACTED]
Email	[REDACTED]
Application for specific Board/Commission?	Police Commissioners Advisory Committee
What type of experience can you offer this Board/Commission?	I participate in Crisis Intervention Training and served on the last police chief search committee. I also attend quarterly stake holder meetings with the BPD and mental health professionals as well as others involved in the community. I have also spoken at the MA State House in support of funding for state-wide crisis intervention training for all police officers.
What type of issue would you like to see this Board/Commission address?	I think accountability is important. It seems to me that trust between the police department and the Select Board has been eroded. I am someone who can listen to various points of view in a neutral way and help build consensus. I am delighted that the Select Board has decided to form this committee so that civilians feel they have a voice and can bring complaints regarding police interactions without fear.
Are you involved in any other Town activities?	I am Town Meeting Member, precinct 14 and serve on the Zoning Bylaw Committee, the Board of the Brookline Neighborhood Alliance and I am a former BEEP para and substitute teacher at Heath School.
Do you have time constraints that would limit your ability to attend one to two meetings a month?	My schedule is very flexible.
IF RELEVANT, YOU CAN ATTACH OTHER MATERIALS (RESUME, NEWSPAPER, MAGAZINE, OR JOURNAL ARTICLE, ETC.)	Field not completed.

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Lynda Roseman

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Education

Boston University

The Graduate School, M.A., English Literature, 1978

School of Education, M.Ed., Secondary English, 1976

College of Liberal Arts, A.B., *cum laude*, Art History, 1975

Work Experience

Brookline Public Schools, paraprofessional, Pre K, Driscoll School 2004-2010 and
January—June, 2016

Substitute Teacher, Heath School, 2002—2004 and 2010—present

Lesley University, adjunct faculty, English and Humanities, 1980-1986

Suffolk University, adjunct faculty, literature and writing, 1980-1981

Bay State College, lecturer, literature and writing, 1979-1980

Framingham North High School, English teacher, grades 9, 11 and 12, 1978-79

Boston University Undergraduate School of Management, writing instructor, 1975
and 1977.

Community Service

Town Meeting Member, Precinct 14, since 2013

Co-President and co-founder, Settlement Neighborhood Association

Executive Board Member, Brookline Neighborhood Alliance

Brookline Zoning Bylaw Committee Member

Moderator's Committee on Posting of Police Reports

Brookline Emergency Food Pantry volunteer

Eliot Playground/Warren Field Design Review Committee

Former parent member and community representative, Heath School Council

Former Co-Chair, Brookline Early Childhood Advisory Council

Participant in Crisis Intervention Training for area police departments



Metro

Mental health advocates and others call for crisis training for police



JESSICA RINALDI/GLOBE STAFF

Russell Reeves broke down in his son's room as he talked about the police raid that preceded his son's suicide.

By Michael Levenson

GLOBE STAFF JULY 18, 2017

Lynda Roseman called police to get help for her son, an Iraq War veteran with post-traumatic stress disorder who was brandishing a knife and high on inhalants. Instead, the former Marine was shot in the chest and charged with 10 felonies, including assault with intent to murder.

The violent encounter, she told legislators Tuesday, could have been avoided if the police officers who responded had been trained to handle people struggling with mental illness and drug addiction.

ADVERTISING



“If the officers had had this training before this incident, it wouldn’t have unfolded the way it did,” she said, recalling the 2014 shooting. “They would have tried to talk to him. They would have tried to de-escalate. Instead, they escalated, because that’s how they were trained.”

Roseman testified in support of [legislation](#), backed by mental health advocates and several police chiefs, that would create a statewide training program to teach police how to respond safely when confronting people with mental illness and drug problems.

Currently, just 20 percent of the state’s police departments have officers specially trained to handle such situations — even though they are among the most frequent that police encounter, said June S. Binney, an official with state chapter of the National Alliance on Mental Illness.

As a result, she said, police often use force, and people who need treatment are frequently arrested and jailed, or even shot.

Last year, a [Globe Spotlight Team investigation](#) found that nearly half of the people killed by Massachusetts police over the previous 11 years were suicidal, mentally ill, or showed clear signs of crisis.

The hearing came several days after a Hingham family called police for help with their 26-year-old son, who they said was distraught over a breakup, and locked in his bedroom with a 9mm handgun.

The family told the Globe in a [story published Sunday](#) that police ignored their pleas to let their son sleep and instead responded with a SWAT team and armored vehicles.

Following an hours-long standoff, police told the parents that their son, Austin Reeves, had shot himself.

The family says the death was preventable. The police have declined to comment, saying the case remains under investigation. The episode was not discussed Tuesday.

At the hearing, Binney, the official with the mental health alliance, said that training for police officers involves teaching them to recognize the signs of mental illness and substance use and to defuse highly charged situations. The training, she said, is part of a larger, national shift in policing that's designed to teach officers to be "guardians, not warriors."

Milton Police Chief John King said he has seen the benefits of such training in his suburb, where 25 percent of all police calls are related people who are experiencing a mental health crisis.

To help police respond to those calls, Milton's officers, he said, completed 40 hours of mental health training and eight hours of de-escalation classes. Now, he said, officers are less likely to pound on the door, force their way in, and arrest the person involved.

Instead, he said, officers are trained to talk to the person in crisis and enlist the help of family members or a mental health counselor.

Ultimately, the goal is to get the person to the hospital, without the use of force.

“How we respond to these substance abuse and mental health crises can literally mean the difference between life and death,” King told members of the Joint Committee on Mental Health, Substance Use, and Recovery, which held Tuesday’s hearing at the State House.

King urged the legislators to ensure that such training programs are available to officers statewide, not just to those whose departments have received grant funding.

“It makes no difference whether you’re in a major city or a small town,” King said. “There is a dire need for a comprehensive mental health system and training.”

Legislators signaled support for the bill. No one testified in opposition to it.

Roseman said her son, who was shot by police three years ago, is doing better now, after a judge let him enter a long-term treatment program run by the Veterans Administration instead of serving time in prison.

A [Brookline Tab story](#) about the case said an investigation found that the police acted properly when they shot her son.

The investigation, by the State Police and the Norfolk district attorney, determined that her son had charged out of his apartment with a knife and was between nine and 11 feet from the officers and therefore “within the danger threat distance of an edge weapon attack.”

“I don’t bear them any ill will,” Roseman said of the officers. “I wish it hadn’t happened that way, but that was their training.”

Since then, Brookline police have undergone mental health training. Their department is considered to be among the top local departments when it comes to helping to defuse such situations, mental health advocates said.

“We used that incident as a steppingstone” to help officers better handle such crises, said Lieutenant Philip Harrington, a Brookline police spokesman.

Previously, he said, police who confronted a person brandishing a knife considered that “a green light to use deadly force.” Now, he said, officers are more likely to retreat and try to defuse the situation.

Michael Levenson can be reached at mlevenson@globe.com. Follow him on Twitter [@mlevenson](https://twitter.com/mlevenson).

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To: Devon Fields <dfields@brooklinema.gov>; Ben Vivante <bvivante@brooklinema.gov>

Board/Commission Application Form

Please use this form to apply for one of the [open Board/Commission positions](#). We welcome your application and will respond to you quickly.

Name	Samuel Botsford
Address	[REDACTED]
Home Phone	[REDACTED]
Work Phone	<i>Field not completed.</i>
Email	[REDACTED]
Application for specific Board/Commission?	Police Commissioner's Advisory Committee
What type of experience can you offer this Board/Commission?	I was raised in Brookline and moved back in 2018. Although I have no direct experience with policing I am a graduate of the Northeastern University School of Law and have professional experience with the criminal justice system. In addition, I currently work in the field of mental health which I believe has a serious role to play in how we practice policing in Brookline.
What type of issue would you like to see this Board/Commission address?	Continue and Crisis Intervention Team training and expand how we address mental health issues in our community.
Are you involved in any other Town activities?	I was elected constable in 2021.
Do you have time constraints that would limit your ability to attend one to two meetings a month?	No
IF RELEVANT, YOU CAN ATTACH OTHER MATERIALS (RESUME, NEWSPAPER, MAGAZINE, OR JOURNAL ARTICLE, ETC.)	Samuel Botsford Resume.pdf

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Samuel Botsford



EXPERIENCE

Northeastern University

Boston, MA

Criminal Justice Task Force Police Reform Subgroup Co-Chair

Jan 2021 - Present

- Work on issues related to law enforcement reform.
- Research uniform codification at the local level, professional liability insurance for law enforcement, and alternative emergency response personnel for non-violent 911 calls.

Metro Boston Recovery Learning Community

Boston, MA

Peer Specialist

Oct 2018 - Present

- Provide on-going health education, emotional support, and encouragement to Metro Boston Recovery Learning Center participants.
- Facilitate peer-run groups, events, and programs.
- Communicate, represent, and promote the peer perspective.

National Alliance for Mental Illness Massachusetts

Charlestown, MA

Peer-to-Peer Leader

Oct 2016 - Present

- Help people establish and maintain their wellness.
- Empower participants to share their own stories and the coping tools that have worked for them.

In Our Own Voice Presenter

Oct 2014 - Present

- Challenge attitudes, assumptions, and stereotypes about people living with mental health conditions.
- Talk openly about my experiences and how I have found pathways to hope and healing.

Board of Directors

Oct 2017 - Oct 2020

- Set budget.
- Established policies.
- Provided guidance around organizational programs and priorities.

GardenRose Theater Company

MA

Founder/Executive Producer

Oct 2014 - Present

- Hire directors, principal cast members, and key production staff members.
- Arrange financing for productions.
- Select plays and scripts to produce.

Disability Law Center

Boston, MA

Protection and Advocacy for Individuals with Mental Illness Council Member

Dec 2018 - Mar 2021

- Advised the Disability Law Center on priorities and issues important to people who are knowledgeable about mental health services in the Commonwealth.
- Informed others about the mission, purpose and priorities of the Disability Law Center.

Mental Health Legal Advisors Committee

Boston, MA

Northeastern University School of Law Legal Intern

Nov 2017 - Feb 2018

- Assisted with projects and cases.
- Performed legal and factual research and writing.
- Attended meetings, and court and administrative proceedings.

Eviction Defense Collaborative

San Francisco, CA

Northeastern University School of Law Legal Intern

May 2013 - Aug 2013

- Interviewed and counseled tenants facing eviction.
- Prepared necessary paperwork.

Suffolk County District Attorney's Office

Chelsea, MA

Northeastern University School of Law Legal Intern

Aug 2010 - Nov 2010

11.B.

- Interviewed witnesses.
- Conducted legal research, writing and case preparation, including an assignment to assist in the training of Assistant District Attorneys.

United States District Court, District of Massachusetts

Northeastern University School of Law Legal Intern

- Researched and drafted court opinions.
- Participated in discovery disputes.
- Attended hearings, trials, and status conferences.

Boston, MA

May 2009 - Aug 2009

EDUCATION

BOSTON UNIVERSITY SCHOOL OF SOCIAL WORK

Boston, MA

M.S.W. Social Work Candidate (Expected graduation May 2023)

- **Extracurricular Activities:** Alumni Committee Student Representative, Strategic Planning Team Member, Student Ambassador, Student Union White Antiracist Affinity Group Member

NORTHEASTERN UNIVERSITY SCHOOL OF LAW

Boston, MA

Juris Doctor (J.D.) Law (May 2018)

UNIVERSITY OF MICHIGAN

Ann Arbor, MI

Bachelor of Arts (B.A.) Communication (May 2006)

ADDITIONAL SKILLS

- Improvisational Comedy
- Theater

CERTIFICATIONS

- Digital Peer Support Certification
- Forensic Peer Support Certification
- National Alliance for Mental Illness Massachusetts Sharing Your Story with Law Enforcement Certification
- Peer Specialist Certification

REFERENCES

References available upon request

Online Form Submittal: Board/Commission Application Form

notifications@brooklinema.gov <notifications@brooklinema.gov>

Tue 6/15/2021 8:43 AM

To: Devon Fields <dfields@brooklinema.gov>; Ben Vivante <bvivante@brooklinema.gov>

Board/Commission Application Form

Please use this form to apply for one of the [open Board/Commission positions](#). We welcome your application and will respond to you quickly.

Name	George Vien
Address	[REDACTED]
	[REDACTED]
Work Phone	Field not completed.
Email	[REDACTED]
Application for specific Board/Commission?	Police Commissioners Advisory Committee
What type of experience can you offer this Board/Commission?	I grew up in Brookline and attended the Brookline Public Schools. I'm a former federal prosecutor who prosecuted, among many other types of case, police misconduct cases. I also worked with police officers in many prosecutions. In private practice, I defend individuals accused of crimes and won a verdict on behalf of an innocent man who was wrongfully convicted.
What type of issue would you like to see this Board/Commission address?	Proper training for the Brookline Police to help them to do their jobs in a professional manner and protect the public while respecting members of the community..
Are you involved in any other Town activities?	No.
Do you have time constraints that would limit your ability to attend one to two meetings a month?	No
IF RELEVANT, YOU CAN ATTACH OTHER MATERIALS (RESUME, NEWSPAPER, MAGAZINE, OR JOURNAL ARTICLE, ETC.)	Field not completed.

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Online Form Submittal: Board/Commission Application Form

notifications@brooklinema.gov <notifications@brooklinema.gov>

Wed 6/23/2021 11:03 AM

To: Devon Fields <dfields@brooklinema.gov>; Ben Vivante <bvivante@brooklinema.gov>

Board/Commission Application Form

Please use this form to apply for one of the [open Board/Commission positions](#). We welcome your application and will respond to you quickly.

Name	Michael Zoorob
Address	[REDACTED]
Home Phone	Field not completed.
Work Phone	Field not completed.
Email	[REDACTED]
Application for specific Board/Commission?	Police Commissioners Advisory Committee
What type of experience can you offer this Board/Commission?	Academic research on policing as well as civic engagement on policing issues in Nashville, TN and in Brookline; Police Reforms Committee
What type of issue would you like to see this Board/Commission address?	Developing policies (1) to reduce racial disparities in traffic stops (e.g. limiting stops for equipment violations) (2) monitor and mitigate officer excessive work hours and fatigue (3) review use of force incidents (4) improve police-community relations (5) recruit and retain high-quality and diverse talent (6) strengthen alternatives to police response for appropriate calls for service
Are you involved in any other Town activities?	TMM P3; election worker
Do you have time constraints that would limit your ability to attend one to two meetings a month?	No, provided daytime meetings are limited. But I cannot serve as chair due to other time committments.
IF RELEVANT, YOU CAN ATTACH OTHER MATERIALS (RESUME, NEWSPAPER, MAGAZINE, OR JOURNAL ARTICLE, ETC.)	pcac-materials-zoorob.pdf

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Michael J. Zoorob

[REDACTED] [REDACTED]
[REDACTED]
[REDACTED]

Employment History

- 2021 – • **Postdoctoral Fellow**, Boston Area Research Initiative (Northeastern University).
- 2015 – 2016 • **Research Assistant**, Latin American Public Opinion Project, Vanderbilt University, Nashville, TN.

Education

- 2016 – 2021 • **Ph.D., Harvard University, Cambridge MA** in Government
Subfields: American Politics, Political Methodology.
- 2012 – 2016 • **B.A., Vanderbilt University, Nashville TN** in Political Science
Cum Laude, College Scholar in Arts and Science.

Working Papers

- Can Clients Hold Bureaucrats Accountable? Evidence from citizen crime reporting after publicized police brutality (*Job market paper*). *Under Review*
- There's (Rarely) a New Sheriff in Town: The incumbency advantage for county sheriffs. *Under Review*
- Who are America's Homeless Voters? How shelter makes citizens (with Jacob Brown)

Publications

Journal Articles

- ❶ Political Frames of Public Health Crises: Discussing Opioids in the US Congress (with Max Weiss). (2021). *Social Science and Medicine*.
- ❷ The Frequency Distribution of Reported THC Concentrations of Legal Cannabis Flower Products increases discontinuously around the 20% threshold in Nevada and Washington State. (2021). *Journal of Cannabis Research*.
- ❸ Do Police Brutality Stories Reduce 911 Calls? Reassessing an important criminological finding. (2020). *American Sociological Review*.
- ❹ Fentanyl and Fentanyl Analogs in the Illicit Stimulant Supply: Results from US drug seizure data, 2011–2016 (with Ju Nyeong Park, Emaan Rashidi, Kathryn Foti, Susan Sherman, and Caleb Alexander). (2020). *Drug and alcohol dependence*, 218, 108416.
- ❺ Going National: Immigration enforcement and the politicization of local police. (2020). *PS: Political Science & Politics*.
- ❻ Resisting Broken Windows: The impact of neighborhood disorder on political behavior (with Jacob Brown). (2020). *Political Behavior*.
- ❼ Fentanyl Shock: The changing geography of overdose in the United States. (2019). *International Journal of Drug Policy*.

- 8 Blue Endorsements Matter: How the Fraternal Order of Police contributed to Donald Trump's victory. (2018). *PS: Political Science & Politics*.
- 9 Does 'Right to Work' Imperil the Right to Health? The effect of labour unions on workplace fatalities. (2018). *Occupational Environmental Medicine*.
- 10 Polydrug Epidemiology: Benzodiazepine prescribing and the drug overdose epidemic in the United States. (2018). *Pharmacoepidemiology and Drug Safety*, 27(5), 541–549.
- 11 The cannabinoid content of legal cannabis in Washington state varies systematically across testing facilities and popular consumer products (with Nick Jikomes). (2018). *Scientific Reports*, 8(1), 4519.
- 12 Bowling Alone, Dying Together: The role of social capital in mitigating the drug overdose epidemic in the United States (with Jason Salemi). (2017). *Drug and Alcohol Dependence*, 173, 1–9.

Book Chapters

- 1 The Overlooked Organizational Basis of Trump's 2016 Victory (with Theda Skocpol). (2020), In *Upending American Politics*. Oxford University Press.
- 2 The Texas-Sized Impact of Beto O'Rourke's 2018 Senate Campaign (with Eliza Oehmler). (2020), In *Upending American Politics*. Oxford University Press.

Popular Audiences

- 1 How unions help prevent workplace deaths in the United States. *Scholars Strategy Network*. (2018).
- 2 How will you know if there's E. coli in your marijuana? No one's figured out how to test and regulate it yet. (with Nick Jikomes) *Washington Post's Monkey Cage*. (2018).
- 3 Driving While Black: A report on racial profiling in Metro Nashville Police Department Traffic Stops. (with several other authors) *Gideon's Army*. (2016).
- 4 OpenGov Voices: Nashville's police data reveals racial burden. *Sunlight Foundation*. (2016).
- 5 Uber, Lyft: Consider the disabled. *Houston Chronicle*. (2014).

Teaching Experience

- | | |
|-----------|---|
| 2019-2021 | • Undergraduate senior theses, Advising in Government and Social Studies. |
| 2019 | • Sophomore Tutorial, Required class for Government Concentrators |
| 2018 | • American Society and Public Policy, General Education course |

Skills

- | | |
|-------------|---|
| Programming | • Python (pandas, numpy/scipy, bs4), R (data.table, tidyverse, ggplot, sf), Stata, SQL, \LaTeX . |
| Misc. | • ArcGIS/QGIS, public speaking. |

Miscellaneous Experience

Civic Engagement

- | | |
|-------|--|
| 2021- | • Town Meeting Member, Elected representative (Town of Brookline, MA). |
|-------|--|

Miscellaneous Experience (continued)

- 2020-2021 • **Select Board Committee on Policing Reforms**, Member & Chair of Accountability Subcommittee (Town of Brookline, MA).
- 2020-21 • **Cannabis Mitigation Task Force**, Member (Town of Brookline, MA).
- 2020 – • **Brookline PAX**, Board Member (local civic group).
- 2019 – • **Brookline for Everyone**, Board Member (housing affordability group).
- 2018 – • **Election Worker**, Town of Brookline, Massachusetts.

Awards and Achievements

- 2020 • **Dissertation Research Fellowship on the Study of the American Republic (declined)**, Center for American Political Studies (Harvard University).
- **Best Poster Award**, Harvard Government Department Graduate Poster Session.
- 2019 • **Certificate of Distinction in Teaching**, Derek Bok Center for Teaching and Learning.
- 2018 • **Health Policy Research Grant**, Harvard University Interfaculty Initiative on Medications and Society (with Jacob Brown).
- 2017 • **Graduate Research Seed Grant**, Center for American Political Studies (Harvard University).
- **Ph.D. Scholar in Inequality & Wealth Concentration**, Malcolm Wiener Center's Multidisciplinary Program in Inequality & Social Policy.
- **Third Place Award Winner**, MIT "Hack for Democracy."
- 2016 • **John T. McGill Award**, Vanderbilt Awards for Leadership Excellence.
- **Prize for Digital Innovation**, Vanderbilt Institute for Digital Learning.
- 2013 • **Frank K. Houston Public Speaking Contest Award Winner**, Vanderbilt University Department of Communication.
- 2012 • **Cornelius Vanderbilt Merit Scholarship**, Vanderbilt University.

Referee

- *American Political Science Review, American Sociological Review, CNS Spectrums, Drug & Alcohol Dependence, Health & Place, International Journal of Drug Policy, Journal of Epidemiology and Community Health, Journal of Industrial Relations, Journal of Industrial Health, Journal of Policy Analysis and Management, Social Problems*

References

Prof Jennifer Hochschild
Henry LaBarre Jayne Professor
Harvard University,
✉ hochschild@gov.harvard.edu

Prof Theda Skocpol
Victor S. Thomas Professor
Harvard University
✉ skocpol@fas.harvard.edu

Prof Jon Rogowski
Associate Professor of Government
Harvard University
✉ rogowski@fas.harvard.edu

As stated in the note from the Sunlight Foundation's Board Chair ([/2020/09/24/a-note-from-the-sunlight-foundations-board-chair/](https://sunlightfoundation.com/2020/09/24/a-note-from-the-sunlight-foundations-board-chair/)), as of September 2020 the Sunlight Foundation is no longer active. This site is maintained as a static archive only.

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OpenGov Voices: Nashville's police data reveals racial burden (<https://sunlightfoundation.com/2016/09/16/opengov-voices-nashvilles-police-data-reveals-racial-burden/>)

by Michael Zoorob (<https://sunlightfoundation.com/author/michael-zoorob/>) | SEP 16, 2016 9:15 AM

This article originally appeared in Michael Zoorob's personal blog (<https://zoobydoo.wordpress.com/2016/08/31/blm-is-right-mnpds-own-data-show-racial-bias-in-operation-safer-streets/>).

Operation Safer Streets has become the epicenter of Nashville's debate over policing and racial justice. Every weekend, the Metropolitan Nashville Police Department



funnels police officers to hotspots for gang and criminal activity, arguing that a visible police-presence deters crime. Since 2011, Safer Streets has resulted in more than 5,000 arrests and 50,000 vehicle stops (<http://nashvillepublicradio.org/post/operation-safer-streets-divide-between-nashville-police-and-black-lives-matter#stream/0>), according to WKLN (Nashville Public Radio).

Racial justice activists have criticized the program as disproportionately targeting black, immigrant and low-income neighborhoods. As Nashville's Black Lives Matter ([https://www.facebook.com/BlackLivesMatterNashville/photos](https://www.facebook.com/BlackLivesMatterNashville/photos/a.926044257462132.1073741828.926041574129067/1168331503233405/?type=3&theater)

/a.926044257462132.1073741828.926041574129067

/1168331503233405/?type=3&theater) has said, Safer Streets “mostly targets innocent people for doing the same things that people in Green Hills do without punishment.”

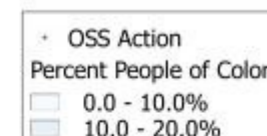
MNPD touts Safer Streets in regular press releases, reporting the number of vehicle stops, arrests and drug seizures they – in their words – “netted” each week. After extracting the text from these articles with some code, I identified which streets, blocks and intersections have been targeted. (*See methodology below.**)

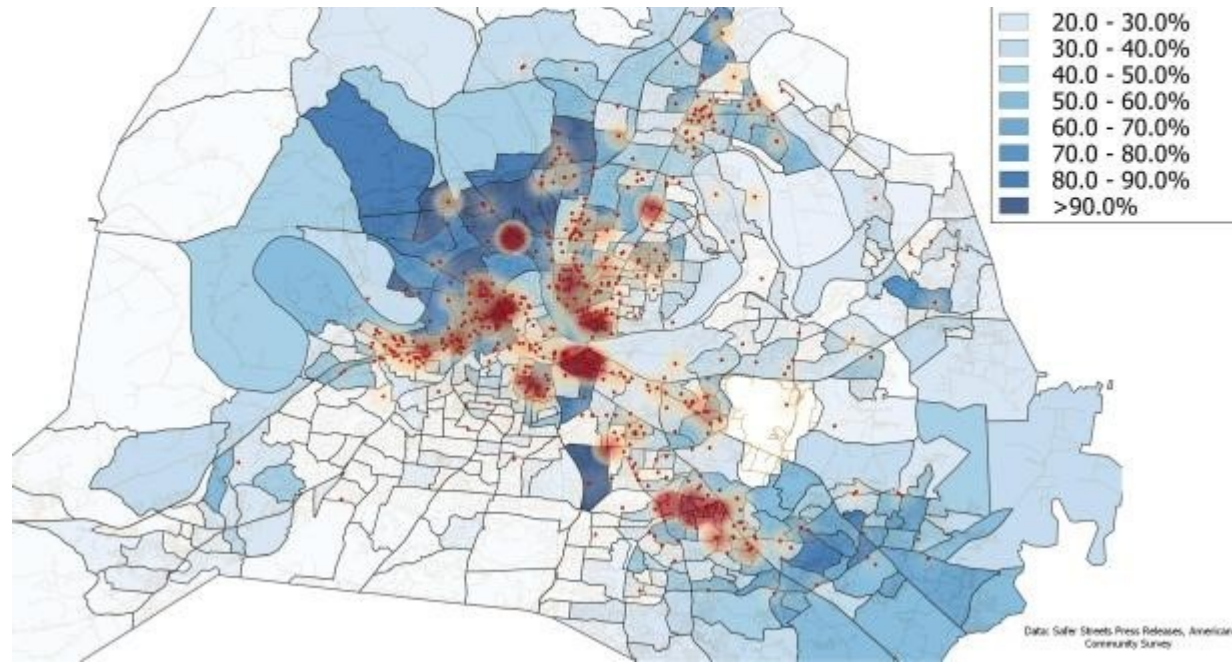
After looking at the numbers, what BLM and others have been saying is right: Nashville Safer Streets is not color-blind. Its burden falls disproportionately on communities of color.



Michael Zoorob, PhD student in Government at Harvard University

The Racial Burden of Operation Safer Streets





Zoorob's visualization of Operation Safer Streets concentration in Nashville, Tenn.

In total, 70 percent of Census Block Groups in Nashville are majority-white, according to the five-year estimate of the American Community Survey (<http://www.census.gov/quickfacts/table/PST045215/4752006>). Yet, 60 percent of areas targeted by Nashville Safer Streets were mostly non-white, and 25 percent of targeted areas were more than 90 percent non-white.

Plotting Safer Streets actions alongside the racial composition of Nashville's neighborhoods is striking. They are concentrated in three mostly black areas (North Nashville, the remaining black neighborhoods of East Nashville and the Chestnut-Hill Area of South Nashville) and one mostly immigrant community (Antioch along Nolensville Pike).

This matters. As Michelle Alexander notes (<http://newjimcrow.com/>), America's syndrome of mass incarceration begins with overpolicing and ends with the economic and familial disruption of communities of color. Blacks and

Hispanics are more likely to be stopped by the police, more likely to be arrested for drug-crimes despite lower drug use and more likely to get jail time. They are more likely to be stopped in part because of policies like Safer Streets.

My experiences as a Vanderbilt student highlight this disparity. On the weekends, I saw plenty of drug use. But the police didn't regularly stop our vehicles and search us on the weekends like they do in low-income, predominantly non-white neighborhoods.

And I'm glad they didn't. Plenty of us would have a different future if drug use was treated the same way on Greek Row as Lafayette Street, which has been targeted 77 times in the last few years by Safer Streets.

The traditional response from the police is that they target these predominantly black and low-income areas because they are known to be hubs of "gang-activity." But this is self-fulfilling. If police systematically stop cars in poor neighborhoods, that is where they will find cars with drugs.

At the end of the day, the question is, does Operation Safer Streets actually make us safer? Safer Streets neglects the root causes of gang violence. It extracts tax revenue from the poorest neighborhoods in the form of citations and court fees. And it subjects tens of thousands of Nashvillians to arbitrary stops, undermining trust in law enforcement and, as recent events have shown, opening the door to a potentially violent encounter with law enforcement.

After all, what starts with a traffic stop ends too-often with a dead black man.

METHODOLOGY

*I converted each street to a latitude-longitude coordinate that represents its central location, using the Google Maps API. (I deleted from this data some streets like Old Hickory Boulevard and Dickerson Pike that were too

vague to make any real inferences about where police activity occurred.) Next I matched each of these areas with its Census Block Group (the smallest Census area with data, comprising, on average, about 2000 people) to see whether non-white communities were disproportionately affected.

1) I searched for all news reports on the MNPd media releases (<http://www.nashville.gov/Police-Department/Media-Releases.aspx>) page involving Operation Safer Streets. Then I extracted data from the OSS press releases about the areas involved (as well as arrests, stops, and seizures) using a Python script incorporating the Beautiful Soup Library and regular expressions (Attachment: "Extracted_Info (https://docs.google.com/spreadsheets/d/1m_TU6Rzj912QvNJnb_SrmvR2CjQ7AmDjgN4nq9md6E0/edit?usp=sharing)").

2) I converted each street to a latitude-longitude coordinate that represents its central location, using Python's Geopy library and the Open Streets API. Some larger were too vague to make any real inferences about where police activity occurred, so I deleted them. My "cut-off" point for excluding a street was if the radius of the minimum bounding circle (smallest circle that includes the entire street) exceeded 5 kilometers. (Attachment: "Geolocate_Final")

3) I spatially-joined search locations with racial data at the Block Group Level from the American Community Survey using the GIS software QGIS. Then I calculated the proportion of searches in majority-nonwhite and >90% nonwhite areas. (Attachment: "Data with Calculations (https://docs.google.com/spreadsheets/d/19FsJdRVD2xOP_waB9b4nZMrMQCP2J8pxa_fHQRh-6JQ/edit#gid=1713111721)").

Michael Zoorob is a recent graduate of Vanderbilt University and a first-year PhD student in Government at Harvard University. His interests center on political inequality, criminal justice, and mental health. Follow him on Twitter at @Robbing_The_Zoo or email him at michael.j.zoorob@vanderbilt.edu
Disclaimer: The opinions expressed by the guest blogger and those providing comments are theirs alone and do not reflect the opinions of the Sunlight Foundation.

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(<mailto:guestblog@sunlightfoundation.com>)

Tags: criminal justice (<https://sunlightfoundation.com/taxonomy/term/criminal-justice/>), dataviz (<https://sunlightfoundation.com/taxonomy/term/dataviz/>), opendata (<https://sunlightfoundation.com/taxonomy/term/opendata/>), OpenGov (<https://sunlightfoundation.com/taxonomy/term/OpenGov/>), OpenGov Voices (<https://sunlightfoundation.com/taxonomy/term/opengov-voices/>), Police (<https://sunlightfoundation.com/taxonomy/term/police/>), police data (<https://sunlightfoundation.com/taxonomy/term/police-data/>)

Categorized in: OpenGov Voices (<https://sunlightfoundation.com/topics/opengov-voices/>)

The Sunlight Foundation is a national, nonpartisan nonprofit organization that advocates for open government.

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1440 G Street NW
Washington, DC 20005

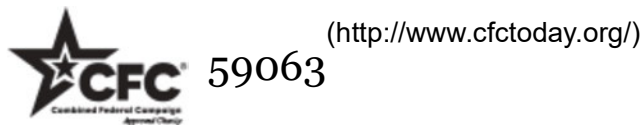
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(<http://www.charitynavigator.org/index.cfm?bay=search.summary&orgid=13197#.UmqVsZTXSG0>)





**Park and Recreation Commission
(As of 6/18/21)**

MEMBERS:

John Bain, Chair.....Term expires 2022 reappointed 7/14/20

Nancy O'Connor, Vice Chair.....Term expires 2020

Clara Batchelor.....Term expires 2020

James Carroll.....Term expires 2021 reappointed 9/3/19

Daniel Lyons.....Term expires 2020

Antonia Bellalta.....Term expires 2021 reappointed 9/3/19

Wendy Sheridan.....Term expires 2022 reappointed 7/14/20

Stewart Silvestri interviews for appointment 6/22/21

John Pan interviews for appointment 6/22/21

Clara Batchelor interviews for reappointment 6/29/21

Nancy O'Connor interviews for reappointment 6/29/21

Member of Working group reviewing locations for an outdoor pool

Important to review both of these at the same time as well as other potential townwide amenities that are needed or lacking.

Future Goals

I look forward to seeing to completion the Brookline High School and the Cypress Playground projects as well as the Driscoll School and Driscoll playground projects. These projects are important to the entire town and are excellent examples of various boards and commissions working collaboratively for a wonderful end result.

I am also eager to completing the Strategic Plan Update and Athletic Needs Assessment and using that to guide the needs of all Brookline residents including the skating rink and the outdoor pool as well as the lack of playing fields, walking paths etc.

Questions? Please contact the Select Board at selectboard@brooklinema.gov, 617-730-2200

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Online Form Submittal: Committee Reappointment Interest Form

notifications@brooklinema.gov <notifications@brooklinema.gov>

Mon 6/28/2021 11:00 AM

To: Devon Fields <dfields@brooklinema.gov>

Committee Reappointment Interest Form

Date	6/28/2021
Name	Clara C Batchelor
Email:	[REDACTED]
Street Address	[REDACTED]
Zip	[REDACTED]
Preferred Phone #	[REDACTED]
Committee you are a member of?	Parks and Recreation Commission
List of accomplishments in the last 3 years.	Served on Urban Forest Master Plan and Trees Protections Committees representing the Parks and Recreation Commission. Served on the Design Review Committees for Cypress Street Playground and Field and Emerson Garden. Reviewed landscape improvements associated with the new High School building project. Reviewed design impacts of a new housing development on the Boylston Street Playground.
Future Goals	Promote a green Brookline that provides equitable open space and recreational opportunities for all. Brookline needs to protect it's current public open space and create more. Our parks and fields are being loved to death.
Questions? Please contact the Select Board at selectboard@brooklinema.gov, 617-730-2200	

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11.B.

Commission for the Arts Summary

Caroline Bowden - 08/31/2022 (plus 3 more years on renewal)

Betsy Frauenthal - 08/31/2020 (She's the treasurer and I kept her until I can find a replacement post covid)

Daniel Gostin - 08/31/2021

Donna Hollenberg - 08/31/2021

Courtney McGlynn - 08/31/2021

Peg O'Connell - 08/31/2021 (can renew for 3 more years)

Stan Trecker - 08/31/2022 (can renew for 3 more years)

The BCA is seriously in need of more members. The maximum term commissioners can serve (per state law) is 6 and the minimum number of members required is 5.

Online Form Submittal: Board/Commission Application Form

notifications@brooklinema.gov <notifications@brooklinema.gov>

Wed 5/5/2021 11:26 AM

To: Devon Fields <dfields@brooklinema.gov>; Ben Vivante <bvivante@brooklinema.gov>

Board/Commission Application Form

Please use this form to apply for one of the [open Board/Commission positions](#). We welcome your application and will respond to you quickly.

Name	Beth Boucher
Address	[REDACTED]
Home Phone	[REDACTED]
Work Phone	Field not completed.
Email	[REDACTED]
Application for specific Board/Commission?	Commission for the Arts
What type of experience can you offer this Board/Commission?	I can offer breadth of experience as an artist, writer, interior and prop stylist, and musician, and my current passion is painting. I also have experience serving for 2 years on Baker Grants Committee. For professional resume, please visit http://beth-boucher.squarespace.com/about
What type of issue would you like to see this Board/Commission address?	Diversity of all kinds - in artists, style, and work.
Are you involved in any other Town activities?	No.
Do you have time constraints that would limit your ability to attend one to two meetings a month?	No.
IF RELEVANT, YOU CAN ATTACH OTHER MATERIALS (RESUME, NEWSPAPER, MAGAZINE, OR JOURNAL ARTICLE, ETC.)	Field not completed.

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11.B.

Neighborhood Representatives to the Cannabis Mitigation Advisory Committee

(As of 6/18/21)

From the Brookline Village neighborhood:

Matthew Hyatt, 87 Walnut Street -- 3 year term (expiring 2023)

Ana Otero, 12 White Place -- 2 year term (expiring 2022)

Alison Plante, 102 Walnut Street -- 1 year term (expiring 2021)

From the Coolidge Corner neighborhood:

Danny Stone -- 2 year term (expiring 2022)

VACANCY – 3 year term (expiring 2024)

Bruce Levin, 20 Webster Street #703 – 3 year term (expiring 2023)

Amy Newell interviews for appointment 6/22/21

Sean Leckey applied and waiting for interview availability

Online Form Submittal: Board/Commission Application Form

notifications@brooklinema.gov <notifications@brooklinema.gov>

Fri 5/7/2021 10:52 AM

To: Devon Fields <dfields@brooklinema.gov>; Ben Vivante <bvivante@brooklinema.gov>

Board/Commission Application Form

Please use this form to apply for one of the [open Board/Commission positions](#). We welcome your application and will respond to you quickly.

Name	Sean T Leckey
Address	
Application for specific Board/Commission?	Cannabis Mitigation Advisory Committee
What type of experience can you offer this Board/Commission?	Resident of Coolidge Corner near NETA and Sanctuary. Parent of school age child.
What type of issue would you like to see this Board/Commission address?	Zoning, issues of public consumption, the racial equity fund and policing.
Are you involved in any other Town activities?	Brookline
Do you have time constraints that would limit your ability to attend one to two meetings a month?	no
IF RELEVANT, YOU CAN ATTACH OTHER MATERIALS (RESUME, NEWSPAPER, MAGAZINE, OR JOURNAL ARTICLE, ETC.)	Field not completed.

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Commission for Diversity, Inclusion, and Community Relations

(As of June 2021)

Membership:

VACANCY, Chair	Term expires 2021 (Joan Lancourt resigned May 2021)
Mariah Nobrega	Term expires 2021
Eloise Lawrence	Term expires 2021
Ihssane Leckey	Term expires 2021
John Malcolm Cawthorne	Term expires 2022
Jessica Chicco	Term expires 2022
Jonathan Lau	Term expires 2022
Malcolm Doldron	Term expires 2022
Irving Allen	Term expires 2022
Kea van der Ziel	Term expires 2023
Bob Lepson	Term expires, 2023
Samuel Batchelder	Term expires 2023
Rezaul Haque	Term expires 2023
Bishnu Tamang	Term expires 2023
Grace Yung Watson	Term expires 2023
Raul Fernandez	Select Board Representative
Susan Federspiel	School Liaison
TBD	Police Liaison
Kazi Stafford	Student Liaison

Online Form Submittal: Board/Commission Application Form

notifications@brooklinema.gov <notifications@brooklinema.gov>

Thu 6/3/2021 6:22 PM

To: Devon Fields <dfields@brooklinema.gov>; Ben Vivante <bvivante@brooklinema.gov>

Board/Commission Application Form

Please use this form to apply for one of the [open Board/Commission positions](#). We welcome your application and will respond to you quickly.

Name	ShanShan Guo
Address	[REDACTED]
Home Phone	[REDACTED]
Work Phone	See above
Email	[REDACTED]
Application for specific Board/Commission?	Commission for Diversity Inclusion and Community Relations.
What type of experience can you offer this Board/Commission?	My legal experience as a public health lawyer, my leadership and experience working with and advocating for communities of color, immigrant communities, low-income communities, and marginalized communities. My role as a facilitator for a mental health community organization. My legal experience working in the area of civil rights and workers' rights especially as it pertains to Massachusetts anti-discrimination laws. And my personal experience as a Brookline resident of 20+ years and as an Asian American woman.
What type of issue would you like to see this Board/Commission address?	Structural and systemic racial justice issues in Brookline, especially in areas of public housing, education, and public safety for BIPOC. Additionally, organizing cultural community events and community outreach especially to underrepresented individuals and groups in this town.
Are you involved in any other Town activities?	No.
Do you have time constraints that would limit your ability to attend one to two meetings a month?	No.
IF RELEVANT, YOU CAN ATTACH OTHER MATERIALS (RESUME, NEWSPAPER, MAGAZINE, OR JOURNAL ARTICLE, ETC.)	Field not completed.

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11.B.

To: Brookline Select Board Members

From: Kevin Stokes, Chief Information Officer

Subject: ITAC

Date: 11.5. 2019

Below are the 4 new member applicants for the ITAC:

Matthew Weiss

Daniel Saltzman

Craig Haller

Igor Cizelj

They will join previous members to be re-appointed:

Stephanie Leung

Ernest Frey

John Gallagher

The 4 new members, along with the 3 existing members have diverse and complementary backgrounds in Information Technology. All have contributed to existing IT conversations and have demonstrated skills in a variety of IT related topics. It would be my request for the Select Board to approve the group in mass to expedite the work of the Committee.

Online Form Submittal: Board/Commission Application Form

notifications@brooklinema.gov <notifications@brooklinema.gov>

Fri 5/28/2021 9:41 AM

To: Devon Fields <dfields@brooklinema.gov>; Ben Vivante <bvivante@brooklinema.gov>

Board/Commission Application Form

Please use this form to apply for one of the [open Board/Commission positions](#). We welcome your application and will respond to you quickly.

Name	Brian Mache
Address	[REDACTED]
Home Phone	[REDACTED]
[REDACTED]	[REDACTED]
Email	[REDACTED]
Application for specific Board/Commission?	INFORMATION TECHNOLOGY ADVISORY COMMITTEE
What type of experience can you offer this Board/Commission?	Payments processing (collections & disbursements), administrative/accounting systems, data privacy/security, technology startup advising
What type of issue would you like to see this Board/Commission address?	Increasing access to technology education and startup support for community members across all ages and backgrounds
Are you involved in any other Town activities?	I am new to Brookline and looking to get involved
Do you have time constraints that would limit your ability to attend one to two meetings a month?	I have flexible hours
IF RELEVANT, YOU CAN ATTACH OTHER MATERIALS (RESUME, NEWSPAPER, MAGAZINE, OR JOURNAL ARTICLE, ETC.)	Mache, Brian Resume.pdf

Email not displaying correctly? [View it in your browser.](#)

Brian J. Mache

Experience

- Silicon Valley Bank; Payments Partnerships;** San Francisco, California August 2020-Present
- Established first cross-product payments partnership management program through self-driven, informal collaboration across money movement, foreign exchange, and merchant services teams.
 - Source, negotiate, onboard, and manage global revenue generating partnerships with enterprise-scale merchant processors, growth stage fintechs, and software providers in the KYC/AML space.
 - Align partnership go to market strategy with product roadmaps and risk management boundaries.
- Velo Payments; Head of Risk;** Sausalito, California June 2019-August 2020
- Velo's software enables complex payments and reconciliations with connectivity to global payment providers.*
- Managed "Authorized Delegate" partnership with Western Union Business Solutions (WUBS) including legal, compliance, and commercial activities. Expanded relationship scope to include additional geographies, commercial models, and payments product offerings.
 - Supervised corporate governance and compliance activities including payor and payee onboarding (KYC/OFAC), transaction monitoring, and reporting obligations to regulatory authorities and partners.
- Leaf Global Fintech; Head of Risk;** Nashville, Tennessee; Kigali, Rwanda 2017-2019
- Leaf is a seed-stage social enterprise developing virtual banking tools for refugees in East Africa.*
- Synthesized payments and banking licensure obligations from authorities including FinCEN, banking partners, and foreign governments, including Rwanda, Nigeria, South Africa, and the Congo.
 - Advised Product team on technical compliance needs, including KYC, AML, and privacy and security.
 - Coordinated partnership proposals to leverage existing banks and money transmitters in the region.
- Asurion; Privacy & Security Extern;** Nashville, Tennessee Spring 2018
- Asurion is the leading global provider of insurance products for smartphones and other consumer electronics.*
- Documented trends in data privacy regulation (e.g. data localization, encryption) in Europe and Asia
 - Analyzed the company's use of surveillance cameras in offices globally, identified relevant workplace privacy regulations, and proposed adjustments to achieve compliance with varying foreign laws.
- Autodesk; Legal Intern;** San Francisco, California Summer 2017
- Supported legal department's preparation for GDPR in coordination with external counsel.
 - Surveyed used of "plain language" terms of service and privacy policies, and recommended changes.
- Xoom Corporation; Senior Treasury Analyst;** San Francisco, California 2013-2016
- Xoom is an online cross-border money transfer company. PayPal acquired Xoom in 2015. Maintained daily responsibilities and led integration projects for Treasury and Compliance.*
- Performed \$30-60mm of daily wire transfers and currency trades across Latin America, Europe, and APAC (e.g. PHP, INR). Treasury team of four traders covered global cash desk 24/7/365.
 - Established FX pricing to achieve foreign exchange spreads that represented 60% of revenue.
 - Monitored all settlement activities and managed back-office activities for trades and wires. Maintained daily working relationships with more than 25 global financial institutions.
 - Built and maintained listing of nearly 100 bank accounts globally to track account status, signatory change processing, and online portal access including websites without English language capabilities.
- EY; Audit Staff;** Chicago, Illinois 2012-2013
- Performed substantive and analytical financial statement audit procedures. Tested SOX controls.

Education

- Vanderbilt Law School; Juris Doctor (JD);** Nashville, Tennessee May 2019
- Honors & Activities:* President, Legal Technology Society; Dean's Scholar; Moot Court
- Turner Family Center for Social Ventures; Fellowship** 2018-2019
- The TFC supports market-based solutions to poverty. The fellowship supported my work with Leaf, a for-profit business that provides refugees with access to financial services and related resources.*
- Boston University Questrom School of Business; BSBA;** Boston, Massachusetts May 2012

Licensure

- Certified Public Accountant (CPA); Illinois 2013



MARK P. MORGAN
SUPERINTENDENT
ACTING CHIEF OF POLICE

BROOKLINE POLICE DEPARTMENT
Brookline Massachusetts

June 2, 2021

To: Melvin Kleckner, Town Administrator

From: Mark P. Morgan, Acting Chief of Police

Subject: Police Promotions

I am asking the Select Board to fill the two existing vacancies in the Brookline Police Department for the non-union, non-civil service position of Deputy Superintendent. The current level of supervisory oversight that I am required to be responsible for, far exceeds the optimum span of control at the Command Staff Level for effective police supervision and policy implementation. The filling of these two positions will create two union/civil service Lieutenant vacancies and then two corresponding vacancies for union/civil service Sergeants positions.

The eight candidates that applied for the Deputy Superintendent positions submitted letter of interests, and resumes. I then conducted interviews with the applicants along with Dr. Gerard Cox of Cox Associates who does Executive Coaching, Leadership Development and Cultural Transformation for businesses and non-profits. The interviews were a collaborative undertaking along with the assessment and ranking of the candidates. In addition I reviewed applicant's personnel files and Office of Professional Responsibility records. I also consulted with Human Resources Director Ann Hess-Braga along with Associate Town Counsel Michael Downey regarding Civil Service Promotional Procedures and related Human Resources issues.



Public Safety Building 350 Washington Street, Brookline, Massachusetts 02445
Telephone (617) 730-2249 ♦ Facsimile (617) 730-8454

Lieutenant Richard Allen to Deputy Superintendent

Lieutenant Richard Allen was appointed to the Department in February 1989. Upon graduation from the Police Academy, he was assigned to evenings in the Patrol Division. October 1994 he was assigned to Detectives and worked a wide variety of different cases including all juvenile and adult crimes ranging from larceny to drug cases as well as preparing and executing search warrants. June 2003 Lieutenant Allen was promoted to Sergeant as a Patrol supervisor and then transferred to Sergeant Detective again in 2004. January 2007 was promoted to Lieutenant as a Patrol Commander and later that same year was appointed as Lieutenant Detective Court Liaison representing the department in all matters before the court as well as conducting legal research and advising the department on statutes, ordinances and pending legislation. Lt. Allen was instrumental in lobbying for and taking affirmative steps to keep our community court and forestall the closure of the Brookline District Court when that was under consideration by the State. More recently Lt. Allen led the efforts to have the Juvenile Session of the Brookline Court remain in Brookline instead of having Juvenile matters heard in Dedham. Lieutenant Allen has been a member of the Honor Guard since 1989 and Commander since 2007 to present. Lieutenant Allen has attended and received numerous certificates in different areas of trainings such as CIT, sexual assault investigations, navigating workplace conflicts and state and local narcotics enforcement along with many commendations for excellent police work. Lieutenant Allen received his Bachelor's Degree in Law Enforcement from Western New England College and a Master's Degree from Anna Maria College in Criminal Justice as well as his Law Degree for New England School of Law. He is a current member of the Massachusetts Bar.

Lt. Allen is a current Brookline resident and has been continually since he was a young child, Lt. Allen was an elected TMM for 12 years and understands the town's processes. Lt. Allen is active in coaching youth sports in Brookline and is strong advocate for police and community engagement.

In 2018 Lieutenant Allen was one of the two finalists in the PERF nationwide search for the position of Brookline Chief of Police.

Lieutenant Jennifer Paster to Deputy Superintendent

Lieutenant Jennifer Paster was appointed to the Department in June 2000. Upon graduation from the academy she was appointed to the Patrol Division. In 2002 was transferred to Community Service Division as a Safety Officer. In June 2005 was transferred to Detectives as Intelligence Investigator. Lieutenant Paster was promoted to Sergeant in June 2011 and assigned as Patrol supervisor and in January 2013 was assigned to the Administrative Division reporting directly to the Command Staff where



she assisted in achieving the Department's initial accredited status as well as implementing and supervising the Crisis Intervention Team whose primary objective is to promote communication between the Department and individuals impacted by mental illness which in turn lead to becoming a leader in CIT training in Massachusetts. In 2017 was promoted to Lieutenant and assigned to the Community Service Division and Crisis Intervention Team Coordinator where she oversees day to day operations of the division, serves as PIO for the Department coordinates CIT efforts across shifts and divisions as well as teaches six 40 hour CIT courses each calendar year to sworn law enforcement in the greater Boston area. Lieutenant Paster is also the lead for Brookline in the Regional Critical Incident Stress Management Team for officers and dispatchers to handle on the job trauma and stressful incidents. Lieutenant Paster has attended and received certificates in numerous trainings such as Active Bystander for Law Enforcement (ABLE), Fair and Impartial Policing Mental Health First Aid as well as recipient of the 2018 Innovative Leader in Law Enforcement from NAMI- Massachusetts. Most recently in 2021 was a recipient of the Law Enforcement Exemplary Leadership award from the Massachusetts Department of Mental Health.

Lieutenant Paster received her Bachelor's Degree from Union College in Sociology, her Master's Degree in Criminal Justice Administration from Western New England College and is currently enrolled in Boston College School of Social Work – anticipated graduation date May 2023.

Sergeant Charles Thornton to Lieutenant

Sergeant Charles Thornton was appointed to the Department in November 2002. Upon graduation from the Police Academy, he was assigned to the Patrol Division. In January 2008 he was transferred to Traffic and remained there and was promoted to Sergeant in February 2009. He supervised in Patrol in 2009 and 2015 and then in May of 2015 was assigned as Sergeant Detective where he remains today. Sergeant Thornton has attended numerous trainings and has received certificates in a number of areas such as CIT, Crimes against Persons with Disabilities, Racial Profiling Train the Trainer, Sexual Assault Investigation Course, as well as Crash Recon Investigation which focuses on fatal crash investigations. During his career he has received numerous commendations of excellent police work. Sergeant Thornton received his Bachelor's Degree in Politics from Ithaca College and a Master's Degree in Criminal Justice Administration from Western New England University.

Sergeant Ilya Gruber to Lieutenant

Sergeant Ilya Gruber was appointed to the Department in April 1998. Upon graduation of the Police Academy he was assigned to the Patrol Division. In July of 2009 he was promoted to Sergeant where he currently serves as a Patrol Supervisor. Sergeant Gruber has attended and received numerous training certificates such as FBI LEEDA Trilogy-Supervisor Leadership, Command Institute and Executive Leadership, CIT, Fair and Impartial Policing, Breathalyzer Alcohol testing and many others.



During his career he has received numerous commendations for excellent police work. Sergeant Gruber received his Bachelor's Degree in Criminal Justice and his Master's Degree also in Criminal Justice. Ilya Gruber was born in Moscow he speaks and understands Russian fluently.

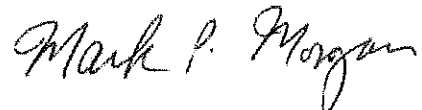
Patrol Officer Robert M. Collins to Sergeant

Patrol Officer Robert M. Collins was appointed to the Department in January 1994. Upon graduation of the Police Academy he was assigned to the Patrol Division and worked different shifts within that division. January 2004 he was assigned to the Detective Division worked on numerous cases for a year and then went back to Patrol. In July 2007 he transferred to Boston as a Patrol Officer at District C-11 Dorchester where he stayed for about three years. Missing Brookline he asked to be transferred back to Brookline in June 2010 and has remained and thrived in Patrol. Patrol Officer Collins has received numerous Commendations for excellent Police work and several awards such as the Medal of Valor in 1999, the Community Service Award in 1999 and Police Officer of the year in 1999, 2000 and again in 2017. Patrol Officer Collins received his Bachelor's degree from the University of Massachusetts in Management and his Master's Degree from Anna Maria College in Criminal Justice.

Patrol Officer Megan Keaveney to Sergeant

Patrol Officer Megan Keaveney was appointed to the Department in November 2016. Upon graduation of the Police Academy she was assigned to the Patrol Division and has worked different sectors and shifts. Patrol Officer Keaveney is certified in CPR and First Aid, CIT Certified, Human Trafficking, and LIDAR RADAR and has received commendations for excellent police work. Patrol Officer Keaveney received her Bachelor's Degree from Boston University in Elementary Education and is currently enrolled at the University of Massachusetts Lowell for her Master's Degree in Criminal Justice anticipated 2021.

I believe all of these officers have done a great deal of work over the length of their careers. They bring to these new positions much skill and leadership qualities. I am pleased to recommend all of them. I am asking to appear before the Select Board at their earliest convenience. If the Board approves these promotions, I would like them to take effect as soon as possible.



Mark P. Morgan
Superintendent



Massachusetts PD – Lieutenant – Task Survey Analysis

Lieutenant Essential Tasks:

COMMONWEALTH OF MASSACHUSETTS POLICE OFFICER TASK LIST	
A. PATROL AND INCIDENT RESPONSE	
In response to a report of child abuse, observe and evaluate the physical or mental condition of the child, notify the appropriate agencies, and/or place the child in protective custody to protect the child from physical or mental harm.	
When confronted with victim(s), conduct patient assessment and administer immediate care to prevent further injury, trauma, or death.	
Communicate/negotiate with a hostage taker to reduce his/her anxiety and prevent the loss of life pending arrival of hostage negotiator.	
Use communications equipment (e.g., radio, computer, telephone) to exchange information relative to official duties (e.g., reporting status and location to dispatcher, maintaining contact with other agencies).	
Respond to a crime in progress and secure the area to effect an arrest.	
Operate a Department vehicle at a high rate of speed, using emergency lights and siren and maintaining public safety, to respond to emergency calls for service.	
Appraise the situation, separate individuals, and discuss the grievances to restore order at a domestic dispute.	
Provide back-up to other police personnel.	
Participate in a large scale coordinated search for one or more persons (e.g., escapees, mental patients, lost people, etc) to locate or apprehend the person(s).	
Request assistance from other police personnel.	
Protect one or more persons (confidential sources, witnesses, etc.) to provide for the safety and security of the person(s) and the public.	
Respond to incidents requiring your presence as specified in Departmental policies.	
Separate individuals in a fight or disturbance (not a domestic dispute) to restore order and minimize injury to those individuals or property.	
Identify a person as disturbed (e.g., mentally, emotionally) or incapacitated (e.g., drunk, epileptic) and detain that person in order to provide for placement.	
Respond to an alarm, secure area, and inspect for entry to protect life and property and apprehend the violator or violators.	
Erect physical barriers, bodily serve as a barrier, issue verbal commands, and/or utilize the necessary degree of authority to effect the safe, peaceful, and orderly flow of a crowd of people.	
Maintain current information such as names, faces, and previous arrest records of known criminals believed to be in the area.	
Operate a Department vehicle under non-emergency conditions within a specific geographic area to observe and detect unusual activities or circumstances, or violations of the law in order to deter crime and provide service to the public.	
Serve on special details to help maintain peace (e.g., abortion demonstrations, animal rights).	
B. TRAFFIC ENFORCEMENT	
When outside of vehicle (e.g., making a traffic stop), monitor pedestrian or vehicular traffic to reduce risk of injury to self or others and take evasive action when necessary.	
Conduct field sobriety tests to determine probable cause for breath or blood test and/or arrest for alcohol or drug use.	
Protect an accident scene to allow for a determination of the facts of the accident.	
Direct/reroute traffic, place emergency signaling devices (e.g., flares) or take other necessary action to ensure a safe and orderly flow of traffic when confronted with unusual traffic conditions (e.g., accidents, stoplight out, parades).	

Massachusetts PD – Lieutenant – Task Survey Analysis

Lieutenant Essential Tasks:

Stop vehicles for cause and check for required documents, defective equipment (e.g., headlights, tires), and other violations to issue citations or warnings and to aid in the safe and legal operation of vehicles on the road.
Determine the status (e.g., stolen, disabled) of a stopped or abandoned vehicle, including checking for inhabitants (e.g., children, victims).
Issue a citation to a traffic violator.
Impound or supervise impounding of equipment or vehicles left on the roadway.
C. INVESTIGATIONS
Conduct investigations of subordinates who may be in violation of the law or Police Department policies and procedures.
Investigate citizen complaints involving subordinates.
Make recommendation for disciplinary actions (as authorized) based on facts of investigation, Departmental policy, and precedent.
Identify and collect evidence at a crime scene to preserve that evidence for use in an investigation.
Investigate accidents/complaints involving police personnel and take appropriate action.
Protect a crime scene from contamination by controlling access to the scene and erecting physical barriers to preserve the evidence of a crime.
Evaluate evidence (e.g., article, substance) to determine its relationship to an investigation.
Interview and take written statements from the general public, witnesses, victims, or suspects to obtain and record information pertinent to the enforcement, regulatory, and service functions of the Department.
Inspect a suspected controlled substance to make a preliminary determination of its identity and request further lab tests as needed.
Determine the probable facts of the incident from examination and comparison of statements and other evidence.
Document the elements of a crime and identify potential witnesses and suspects to produce a prosecutable case.
Evaluate individuals to determine their credibility and/or manner in which they should be handled (e.g., during interrogations).
Observe one or more persons, places, and/or things to collect information and evidence of criminal activities.
D. ARREST-RELATED ACTIVITIES
Display or discharge a Departmentally approved firearm to protect self and/or the public.
Ensure prisoners are held and detained in compliance with Departmental policy and applicable statutes.
Display or utilize a Departmentally issued non-firearm weapon (baton, spray) in a defensive manner to control one or more persons in accordance with Department policy.
Make judgments about probable cause for warrantless searches.
Search one or more persons for weapons, fruits of a crime, or contraband to effect an arrest, protect oneself and the public, and/or to obtain evidence.
Determine whether suspects require medical attention.
Physically restrain or subdue a violent or resisting individual or arrestee to protect self, the person being restrained, and the public, or to effect custody of an arrestee.
Distinguish between felony and misdemeanor classifications when making arrests.
Operate a Department vehicle at a high rate of speed, maintaining public safety and in compliance with Departmental pursuit policy, to pursue and apprehend one or more violators.

Massachusetts PD – Lieutenant – Task Survey Analysis

Lieutenant Essential Tasks:

Signal a felon to stop (e.g., emergency light, siren, P.A.) in order to effect an arrest or contain the felon and await backup.
Determine applicability of Miranda when arresting and detaining suspects.
Physically restrain or control a non-violent individual or arrestee to protect self, the person being restrained, and the public, or to effect custody of an arrestee.
Pursue a suspect or violator on foot.
Record the arrest of an individual (e.g., fill out forms, photograph) to document that arrest and possible detention.
Make recommendations for strip or body cavity search.
Review computer and/or booking sheet to obtain information about booked suspects (e.g., criminal history, outstanding warrants).
Legally force entry into building to apprehend suspect and/or evidence.
Search a vehicle for weapons, fruits of crime, or contraband to effect an arrest, protect self and the public, and/or to obtain evidence.
Search a building for individuals, weapons, fruits of a crime, or contraband to effect an arrest, protect self and the public, and/or to obtain evidence.
Transport person(s) (e.g., witness, victim), maintaining safety, for some official purpose.
E. EVIDENCE/PROPERTY MANAGEMENT
Ensure the secure storage of evidence and property in the designated location.
Ensure the maintenance of chain of custody for evidence.
Determine which methods are to be used to invoice and store property or evidence.
Release property or evidence to authorized individuals.
F. RECORD AND REPORT MANAGEMENT
Review reports of subordinates and own reports to ensure compliance with applicable policies (e.g., format, accuracy, timely completion) and for informational purposes and return reports containing irregularities.
Write narrative reports (e.g., incident reports, intelligence reports) providing complete, accurate and consistent information.
Fill in forms requiring specific information accurately and completely.
Review contents of logs to get an accurate overview of district conditions and subordinate activities.
Complete administrative forms and reports (e.g., personnel schedules, observation reports, overtime) to record and document information needed for administrative purposes and submit through the chain of command as appropriate.
Record information required by Department guidelines in proper logs.
Place information (e.g., activity sheets, reports) into files to ensure records remain updated and complete and for future reference.
Review and file Departmental orders to maintain policy manuals and ensure appropriate procedures are followed when performing job functions.
Summarize in writing the statements of witnesses and complainants.
Document incoming communications (e.g., requests for information, training) and communicate that information to other personnel as necessary.
Integrate information from multiple documents into summaries and synopses (e.g., internal investigations) and submit through the chain of command as appropriate.
Maintain logs (written and/or computerized) of activities occurring during the shift (e.g., accidents, significant incidents) to maintain a record.
Write formal reports (e.g., research reports, reports documenting special programs).
Gather necessary data and compile statistical reports on unit activity, productivity, etc.

Massachusetts PD – Lieutenant – Task Survey Analysis

Lieutenant Essential Tasks:

Write letters to citizens or others as representative of the police Department.
Write and/or review press releases.
Prepare periodic (daily and weekly) reports documenting significant activities and events in assigned operational area (e.g, Daily Crime Sheet) and submit through the chain of command as appropriate.
Design and modify forms to document and summarize activities.
G. COURT
Prepare search or arrest warrants.
Review search and arrest warrants prior to presentation to judge or prosecutor for signing.
Appear and testify as a witness in an official proceeding (e.g., traffic court, trial, Civil Service hearing) to assist in fulfilling the Department's role in the judicial and administrative process.
Review and discuss the details of a specific investigation with prosecutor to plan investigatory strategy, prepare for a court presentation, etc.
H. COMMUNITY RELATIONS
Contact the immediate family of an individual (in person) or notify uniformed personnel to provide information to the family concerning that person's injury or death.
Communicate with neighborhood youths to facilitate police-community relationships and deter criminal behavior.
Design and develop new community relations programs aimed at facilitating police-community relationships and reducing crime.
Attend meetings (e.g., community meetings, concerned citizens) to discuss and exchange information, address problems, coordinate and develop plans of action, etc.
Participate in cooperative operations (e.g., Task Forces, executing warrants) to address community conditions and crime.
Provide assistance and information to civilians seeking help (e.g., directions, explanations of municipal codes and ordinances, referrals to other Department personnel or other agencies/entities).
Discuss police actions with relatives of prisoners or complainants.
Explain the disposition of citizen complaint incidents to complainants.
Interview community members to gain information concerning officers' interactions with the community and community problems.
Maintain current information about available social agencies and their roles for use in referring citizens seeking help.
Provide information upon request to individuals and groups (e.g., business people, neighborhood groups) to increase awareness of potential victimization and deter crime.
I. POLICE DEPARTMENT PROPERTY MANAGEMENT
Clean and inspect weapons.
Maintain clothing and personal equipment to satisfy inspection requirements.
Assess equipment needs.
Make recommendations for supply orders to replace and maintain an inventory.
Conduct inventory of assigned vehicles and equipment to ensure that necessary equipment is available when needed.
Recognize vehicle and/or equipment damage or malfunctions(s) and ensure that necessary repairs are performed.
Maintain personal copies of Departmental directives as required by Department policy.
Oversee the storage, distribution, and maintenance of equipment and back-up equipment (e.g., radios, shotguns).
J. DIRECT SUPERVISION

Massachusetts PD – Lieutenant – Task Survey Analysis

Lieutenant Essential Tasks:

Determine whether or not to terminate vehicle pursuits based on location of pursuit, weather, severity of crime, etc.
Visit hospital to check on officers involved in shooting incidents.
Monitor radio traffic to keep informed of personnel activities and ensure proper assignment (e.g., need for backup, reassignment of officers).
Direct activities at scene involving accidental discharge of Department personnel's firearm according to policy.
Monitor activities of office staff and desk personnel to ensure appropriate performance of duties (e.g., taking citizen complaints correctly and courteously, identifying self and district when answering phone calls).
Monitor subordinates who have contact with seized property (e.g., narcotics).
Attempt to resolve conflicts that arise between subordinates.
Ensure investigative activities (e.g., court affidavits, court-ordered surveillance, searches) are executed in compliance with legal requirements.
Field check activities of subordinates to monitor performance and compliance with Department policies, procedures and applicable laws.
Attend or conduct roll call.
Take steps to keep subordinate complaints from escalating into grievances.
K. PERSONNEL EVALUATION AND COUNSELING
Request investigation of subordinates based on factors such as symptoms of possible narcotics use.
Identify problematic behavior patterns and take steps to resolve the problem(s).
Inform subordinate of disciplinary action taken.
Discuss performance of subordinate with other supervisory personnel to obtain others' input and ensure consistency in dealing with personnel matters.
Counsel subordinates regarding personal problems and/or provide necessary referrals when requested by subordinates or when problems are affecting job performance.
Discuss job performance individually with subordinate personnel during performance rating period and at other times, to recognize strengths, provide encouragement/guidance in areas of needed improvement, and set performance goals.
Counsel officers about career development and advancement.
Recommend transfer or additional training for subordinate based on performance.
Maintain subordinate activity statistics (e.g., tardiness, sick days).
Complete formal performance evaluation procedures for subordinate personnel to identify and document strengths and areas in need of improvement.
Conduct interviews with Department personnel to ensure compliance with policies and procedures.
Inspect grooming (e.g., personal hygiene), uniform, and personal equipment of subordinate personnel to ensure compliance with policies and procedures.
Investigate instances of superior performance or unusual heroism by subordinates to prepare a report for superiors.
Evaluate Department personnel to determine suitability for specialized training, assignment, or program.
L. PERSONNEL ASSIGNMENT AND COORDINATION
Provide information regarding shift's activities (e.g., cars tied up, situations in progress) to supervisor in charge of succeeding shift.
Assign or delegate tasks to personnel based on unit needs and priorities as well as personnel considerations (e.g., availability, workload, capabilities).

Massachusetts PD – Lieutenant – Task Survey Analysis

Lieutenant Essential Tasks:

Ensure personnel attend and complete mandatory training.
Gather and review information regarding previous shift's activities for use in planning the current shift assignments.
Provide necessary resources (e.g., information, guidance, personnel, equipment) to aid another Department at a scene (e.g., Traffic Safety personnel to escort Fire Department personnel, K-9).
Prepare/adjust work schedule in accordance with Departmental guidelines and as needed to accommodate special needs (e.g., absences, holidays, training).
Maintain personnel files.
Review requests for changes in days off, hours, or special duty and recommend approval or disapproval.
Keep track of assignments distributed among personnel as well as scheduled completion dates.
Review and monitor leave requests, overtime requests, sick leave usage, and court overtime to ensure accuracy and recommend approval or disapproval.
M. TRAINING DELIVERY
Provide orientation training to new subordinate personnel.
Monitor implementation of field training to ensure compliance with established standards.
Provide informal instruction or guidance to Department personnel to relay information regarding new policies and procedures, correct subordinate deficiencies, and reinforce previous learning (e.g., use of force/pursuit policies).
Identify training needs based on observation of personnel performance (e.g., report writing, policy, and procedures) and make training recommendations.
Request external resources to conduct special training.
N. COMMAND
Monitor police activity by radio.
Assume command at incident scene during emergency and/or unexpected situations, issue assignments, orders, and instructions to personnel to coordinate, direct, and assist them with their activities (e.g., perimeter control, evacuation).
Respond to major crime and incident scenes or in sensitive situations to ensure that proper actions are taken by police personnel and that other law enforcement and public service agencies are contacted.
Assume command at hostage/barricaded suspect situations pending arrival of specialized units.
Attend briefings to discuss tactical plans and assignments.
Establish a command post for the purpose of directing operations at serious incident scene (e.g., bomb threat, hostage situation).
Recognize emergency situation and implement emergency mobilization plan.
Direct evacuations to ensure the safety of police personnel and the public.
Establish staging area at serious incident scene for briefing of personnel, etc.
Assume command at incident scene during routine situations, issue assignments, orders, and instructions to personnel to coordinate, direct, and assist them with their activities (e.g., rerouting traffic, securing crime scene, evidence collection).
O. INTERNAL/EXTERNAL COMMUNICATIONS & COORDINATION
Ensure specialty units and external agencies are notified of situations warranting their attention and involvement (e.g., hostage negotiator, Tactical Response Team, HAZMAT, fire Department).
Provide guidance and suggestions to subordinate personnel to assist them in performing assigned duties and addressing any problems that arise.
Consult with superior to provide/receive assistance with assigned operational activities and keep him/her apprised of potential developments/problems.

Massachusetts PD – Lieutenant – Task Survey Analysis

Lieutenant Essential Tasks:

Conduct/facilitate meetings with subordinate personnel to discuss and exchange information, review new policies, address problems, critique incidents, coordinate activities, develop plans, etc.
Notify dispatcher of special conditions that may affect or are affecting sector operations as required by Department procedures.
Communicate with other Department personnel informally to discuss and exchange information (e.g., intelligence), address problems, etc.
Respond to requests for information from superior personnel.
Receive and relay directives, assignments, and special orders to subordinates.
Request documents in records systems (e.g., pictures, criminal histories, etc.).
Monitor and respond to routine communications (e.g., phone).
Attend meetings to be apprised of organizational or procedural changes or to provide or exchange information.
Notify other Police Department units of unusual situations and conditions as necessary and appropriate.
Communicate with individuals from other city/state/federal agencies/entities to exchange information and accomplish work objectives.
Contact other police Departments and law enforcement agencies (e.g., FBI) for information and assistance.
Answer investigative inquiries from other law enforcement agencies or refer inquiry appropriately.
Contact outside agencies and organizations (e.g., social service agencies) for information.
Attend meetings, police functions, or ceremonies as police Department representative and prepare and deliver speeches as requested.
Respond to questions from the media regarding specific incidents in accordance with Department guidelines for release of information.
P. RESEARCH AND PLANNING
Read and review professional literature, technical journals, and newsletters to determine their application to Division operations and to keep abreast of current practices and developments.
Discuss controversial legal issues with Department or City legal advisor.
Make suggestions to improve the effectiveness or efficiency of Department units.
Assist in the writing of policy and procedures.
Review and maintain crime statistics and information to identify trends in criminal activity (e.g., known trouble spots & individuals).
Q. FINANCIAL MANAGEMENT
Monitor budget expenditures (e.g., overtime, equipment, grants, divisions).
R. PROFESSIONAL DEVELOPMENT
Read and keep up-to-date on federal, state, and local statutes/ordinances and court decisions to ensure appropriate enforcement and investigatory activities.
Assume duties of superior during superior's absence.
Participate in in-service training and recertification programs including firearms, policies, and practical/tactical exercises (e.g., defensive tactics) to receive information and develop skills.
Read and keep up-to-date on Departmental policies and procedures to ensure appropriate enforcement, investigatory, and administrative activities.
Read internal reports and training materials to keep current on procedures and issues.
Read outside literature (e.g., texts and journals) to keep current on law enforcement topics.

DEPUTY SUPERINTENDENT**A. SUMMARY**

Subject to the direction and control of the Chief of Police and Superintendent of Police, a Deputy Superintendent is responsible for the supervision and control of all officers, police services clerks and civilian personnel under their command and is responsible for their efficiency and effectiveness as members of the Department. In the absence of the Chief of Police and Superintendent, a Deputy Superintendent may assume the powers, duties and responsibilities of the Superintendent of Police, subject to any limitations set by the Chief of Police or Superintendent. The position of Deputy Superintendent is a confidential, managerial position.

A Deputy Superintendent may assume the powers, duties and responsibilities as the Commanding Officer of any one of the Divisions of the Police Department.

B. GENERAL DUTIES AND RESPONSIBILITIES

It is the duty and responsibility of a Deputy Superintendent to:

1. Familiarize him / herself with the authority delegated to them. Understand the responsibilities of those under their command.
2. Assist in maintaining sound union and management relations; include participating on behalf of management in grievance hearings, collective bargaining meetings, and other union and management meetings or forums.
3. Establish and maintain sound union and management relations, while upholding the rights and interests of management. Adhere to the collective bargaining agreements for and between the Town of Brookline and organized labor unions.
4. Deputy Superintendents will frequently inspect officers and supervisors assigned to their division, noting any non-compliance with police rules, regulations and procedures, to include uniform and appearance. This includes regular duty, detail or overtime assignments within or outside the assigned division. Deputy Superintendents are expected to take action to have any non-compliance corrected. Frequent inspection and follow up shall be conducted of assigned officers and supervisors' work product, to ensure the quality and timelines of their work. Daily interaction and observations of personnel assigned to their Divisions shall take place when reasonable to assure conformity.
5. Coordinate with the Training Division the training of all members assigned to their command. Be sure that all officers are knowledgeable of all developments in laws, statutes, by-laws, department regulations and operations or other matters that impact their job responsibilities.

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6. Obey and transmit promptly all orders of the Chief along with Department rules, directives, memoranda and circulars ensuring uniform interpretation and full compliance.
7. Plan and direct the efforts of the members of the Department in order to achieve the goals and objectives set for them in the most effective and efficient manner possible.
8. Handle serious infractions of departmental standards. When a member of the Department has consistently refused to improve their conduct, despite efforts by themselves and their Officer-in-Charge, require that a written report be submitted. Full details of the incident or series of incidents shall be included in the report. Convey the report to the Chief with written comments on the situation and a recommendation for action to be taken.
9. Actively participate in the identification of those officers who would benefit by means of placement in the Departments "Early Intervention System" and identify the needs to be addressed through this placement.
10. When responsible for the Office of Professional Standards will conduct internal investigations, which may include those allegations of criminal wrongdoing on the part of police officers.
11. Maintain all records of internal investigations and/or criminal complaints against officers in a secure manner.
12. Assist in the administration of the departmental program for:
 - a. organizing and conducting personnel training programs;
 - b. improving working conditions for maximum efficiency and morale;
 - c. using personnel records and performance evaluations for individual guidance and improvement;
 - d. ensuring the proper and economical use of police manpower, property and equipment;
 - e. promoting personnel safety.
 - f. recommend changes and/or upgrades that will increase the professionalism competency and improve the operations of

12.A.

the Police Department.

13. Examine for approval or disapproval all reports and records submitted. If approved, record this approval in the proper place. If disapproved, order the officer to correct the deficiencies and resubmit the report or record.
14. Maintain daily an attendance record for those employees who come under their immediate command. Be responsible for monitoring the use of sick time by those employees assigned to the Deputy Superintendent's Division or area of command. In the case of excessive sick leave by any member, shall cause an investigation to be made to determine the cause and take the appropriate action as warranted.
15. Ensure prompt reporting to other municipal agencies and outside authorities of any important matter within their jurisdiction.
16. Keep themselves and members informed of all significant events or developments in law enforcement which affect the Department. Recommend changes or revisions to any present practices of the Department by submitting an oral or written report detailing his/her recommendations.
17. Keep informed of all Town wide activities and events that may impact residents of the Town.
18. Inform authorized personnel of any other significant events or developments affecting the Department.
19. Promote harmony and cooperation among all units of the Department.
20. Encourage members of the Department to work with the community to solve problems.
21. Ensure proper processing of all complaints by citizens.
22. Ensure the transfer of supervisory responsibility for his/her division during periods of extended absence.
23. Possess a valid Massachusetts driver's license.
24. Perform other duties as assigned by the Chief of Police and Superintendent of Police.
25. Maintain and keep current their professional development.

Massachusetts PD – Sergeant – Task Survey Analysis**Sergeant Essential Tasks:**

COMMONWEALTH OF MASSACHUSETTS POLICE OFFICER TASK LIST
A. PATROL AND INCIDENT RESPONSE
Provide back-up to other police personnel.
In response to a report of child abuse, observe and evaluate the physical or mental condition of the child, notify the appropriate agencies, and/or place the child in protective custody to protect the child from physical or mental harm.
Operate a Department vehicle at a high rate of speed, using emergency lights and siren and maintaining public safety, to respond to emergency calls for service.
When confronted with victim(s), conduct patient assessment and administer immediate care to prevent further injury, trauma, or death.
Appraise the situation, separate individuals, and discuss the grievances to restore order at a domestic dispute.
Use communications equipment (e.g., radio, computer, telephone) to exchange information relative to official duties (e.g., reporting status and location to dispatcher, maintaining contact with other agencies).
Communicate/negotiate with a hostage taker to reduce his/her anxiety and prevent the loss of life pending arrival of hostage negotiator.
Respond to incidents requiring your presence as specified in Departmental policies.
Respond to a crime in progress and secure the area to effect an arrest.
Request assistance from other police personnel.
Protect one or more persons (confidential sources, witnesses, etc.) to provide for the safety and security of the person(s) and the public.
Participate in a large scale coordinated search for one or more persons (e.g., escapees, mental patients, lost people, etc) to locate or apprehend the person(s).
Separate individuals in a fight or disturbance (not a domestic dispute) to restore order and minimize injury to those individuals or property.
Operate a Department vehicle under non-emergency conditions within a specific geographic area to observe and detect unusual activities or circumstances, or violations of the law in order to deter crime and provide service to the public.
Respond to an alarm, secure area, and inspect for entry to protect life and property and apprehend the violator or violators.
Identify a person as disturbed (e.g., mentally, emotionally) or incapacitated (e.g., drunk, epileptic) and detain that person in order to provide for placement.
Maintain current information such as names, faces, and previous arrest records of known criminals believed to be in the area.
Observe and check entrances to buildings and premises to maintain security of property.
Erect physical barriers, bodily serve as a barrier, issue verbal commands, and/or utilize the necessary degree of authority to effect the safe, peaceful, and orderly flow of a crowd of people.
Serve on special details to help maintain peace (e.g., abortion demonstrations, animal rights).
B. TRAFFIC ENFORCEMENT
When outside of vehicle (e.g., making a traffic stop), monitor pedestrian or vehicular traffic to reduce risk of injury to self or others and take evasive action when necessary.
Conduct field sobriety tests to determine probable cause for breath or blood test and/or arrest for alcohol or drug use.
Direct/reroute traffic, place emergency signaling devices (e.g., flares) or take other necessary action to ensure a safe and orderly flow of traffic when confronted with unusual traffic conditions (e.g., accidents, stoplight out, parades).

Massachusetts PD – Sergeant – Task Survey Analysis

Sergeant Essential Tasks:

Protect an accident scene to allow for a determination of the facts of the accident.
Determine the status (e.g., stolen, disabled) of a stopped or abandoned vehicle, including checking for inhabitants (e.g., children, victims).
Impound or supervise impounding of equipment or vehicles left on the roadway.
Stop vehicles for cause and check for required documents, defective equipment (e.g., headlights, tires), and other violations to issue citations or warnings and to aid in the safe and legal operation of vehicles on the road.
Issue a citation to a traffic violator.
Estimate vehicle speed visually or use speed detection equipment (e.g., radar, lidar, vascar, stopwatches) to determine the speed of a vehicle.
C. INVESTIGATIONS
Conduct investigations of subordinates who may be in violation of the law or Police Department policies and procedures.
Identify and collect evidence at a crime scene to preserve that evidence for use in an investigation.
Protect a crime scene from contamination by controlling access to the scene and erecting physical barriers to preserve the evidence of a crime.
Investigate citizen complaints involving subordinates.
Transport evidence to various locations (e.g., lab, court), maintaining an unbroken chain of custody.
Document the elements of a crime and identify potential witnesses and suspects to produce a prosecutable case.
Evaluate evidence (e.g., article, substance) to determine its relationship to an investigation.
Make recommendation for disciplinary actions (as authorized) based on facts of investigation, Departmental policy, and precedent.
Investigate accidents/complaints involving police personnel and take appropriate action.
Determine the probable facts of the incident from examination and comparison of statements and other evidence.
Interview and take written statements from the general public, witnesses, victims, or suspects to obtain and record information pertinent to the enforcement, regulatory, and service functions of the Department.
Canvass the neighborhood, asking questions of persons in order to locate and identify one or more witnesses, victims, or suspects of a crime.
Observe one or more persons, places, and/or things to collect information and evidence of criminal activities.
Inspect a suspected controlled substance to make a preliminary determination of its identity and request further lab tests as needed.
Evaluate individuals to determine their credibility and/or manner in which they should be handled (e.g., during interrogations).
Identify assets for potential seizure at a crime scene.
D. ARREST-RELATED ACTIVITIES
Display or discharge a Departmentally approved firearm to protect self and/or the public.
Determine applicability of Miranda when arresting and detaining suspects.
Search one or more persons for weapons, fruits of a crime, or contraband to effect an arrest, protect oneself and the public, and/or to obtain evidence.
Make judgments about probable cause for warrantless searches.
Determine whether suspects require medical attention.
Ensure prisoners are held and detained in compliance with Departmental policy and applicable statutes.

Massachusetts PD – Sergeant – Task Survey Analysis

Sergeant Essential Tasks:

Display or utilize a Departmentally issued non-firearm weapon (baton, spray) in a defensive manner to control one or more persons in accordance with Department policy.
Distinguish between felony and misdemeanor classifications when making arrests.
Search a vehicle for weapons, fruits of crime, or contraband to effect an arrest, protect self and the public, and/or to obtain evidence.
Physically restrain or subdue a violent or resisting individual or arrestee to protect self, the person being restrained, and the public, or to effect custody of an arrestee.
Search a building for individuals, weapons, fruits of a crime, or contraband to effect an arrest, protect self and the public, and/or to obtain evidence.
Operate a Department vehicle at a high rate of speed, maintaining public safety and in compliance with Departmental pursuit policy, to pursue and apprehend one or more violators.
Record the arrest of an individual (e.g., fill out forms, photograph) to document that arrest and possible detention.
Legally force entry into building to apprehend suspect and/or evidence.
Signal a felon to stop (e.g., emergency light, siren, P.A.) in order to effect an arrest or contain the felon and await backup.
Physically restrain or control a non-violent individual or arrestee to protect self, the person being restrained, and the public, or to effect custody of an arrestee.
Make recommendations for strip or body cavity search.
Review computer and/or booking sheet to obtain information about booked suspects (e.g., criminal history, outstanding warrants).
Pursue a suspect or violator on foot.
Transport person(s) (e.g., witness, victim), maintaining safety, for some official purpose.
E. EVIDENCE/PROPERTY MANAGEMENT
Ensure the maintenance of chain of custody for evidence.
Ensure the secure storage of evidence and property in the designated location.
Release property or evidence to authorized individuals.
Determine which methods are to be used to invoice and store property or evidence.
F. RECORD AND REPORT MANAGEMENT
Summarize in writing the statements of witnesses and complainants.
Review reports of subordinates and own reports to ensure compliance with applicable policies (e.g., format, accuracy, timely completion) and for informational purposes and return reports containing irregularities.
Write narrative reports (e.g., incident reports, intelligence reports) providing complete, accurate and consistent information.
Fill in forms requiring specific information accurately and completely.
Record information required by Department guidelines in proper logs.
Maintain logs (written and/or computerized) of activities occurring during the shift (e.g., accidents, significant incidents) to maintain a record.
Document incoming communications (e.g., requests for information, training) and communicate that information to other personnel as necessary.
Review contents of logs to get an accurate overview of district conditions and subordinate activities.
Review and file Departmental orders to maintain policy manuals and ensure appropriate procedures are followed when performing job functions.
Complete administrative forms and reports (e.g., personnel schedules, observation reports, overtime) to record and document information needed for administrative purposes and submit through the chain of command as appropriate.

Massachusetts PD – Sergeant – Task Survey Analysis

Sergeant Essential Tasks:

Place information (e.g., activity sheets, reports) into files to ensure records remain updated and complete and for future reference.
Prepare periodic (daily and weekly) reports documenting significant activities and events in assigned operational area (e.g., Daily Crime Sheet) and submit through the chain of command as appropriate.
Write formal reports (e.g., research reports, reports documenting special programs).
Gather necessary data and compile statistical reports on unit activity, productivity, etc.
G. COURT
Prepare search or arrest warrants.
Review and discuss the details of a specific investigation with prosecutor to plan investigatory strategy, prepare for a court presentation, etc.
Review search and arrest warrants prior to presentation to judge or prosecutor for signing.
Appear and testify as a witness in an official proceeding (e.g., traffic court, trial, Civil Service hearing) to assist in fulfilling the Department's role in the judicial and administrative process.
H. COMMUNITY RELATIONS
Contact the immediate family of an individual (in person) or notify uniformed personnel to provide information to the family concerning that person's injury or death.
Participate in cooperative operations (e.g., Task Forces, executing warrants) to address community conditions and crime.
Explain the disposition of citizen complaint incidents to complainants.
Communicate with neighborhood youths to facilitate police-community relationships and deter criminal behavior.
Maintain current information about available social agencies and their roles for use in referring citizens seeking help.
Attend meetings (e.g., community meetings, concerned citizens) to discuss and exchange information, address problems, coordinate and develop plans of action, etc.
Discuss police actions with relatives of prisoners or complainants.
Provide assistance and information to civilians seeking help (e.g., directions, explanations of municipal codes and ordinances, referrals to other Department personnel or other agencies/entities).
Provide information upon request to individuals and groups (e.g., business people, neighborhood groups) to increase awareness of potential victimization and deter crime.
I. POLICE DEPARTMENT PROPERTY MANAGEMENT
Clean and inspect weapons.
Recognize vehicle and/or equipment damage or malfunctions(s) and ensure that necessary repairs are performed.
Oversee the storage, distribution, and maintenance of equipment and back-up equipment (e.g., radios, shotguns).
Assess equipment needs.
Conduct inventory of assigned vehicles and equipment to ensure that necessary equipment is available when needed.
Maintain clothing and personal equipment to satisfy inspection requirements.
Maintain personal copies of Departmental directives as required by Department policy.
Make recommendations for supply orders to replace and maintain an inventory.
J. DIRECT SUPERVISION
Determine whether or not to terminate vehicle pursuits based on location of pursuit, weather, severity of crime, etc.
Direct activities at scene involving accidental discharge of Department personnel's firearm according to policy.

Massachusetts PD – Sergeant – Task Survey Analysis

Sergeant Essential Tasks:

Visit hospital to check on officers involved in shooting incidents.
Ensure investigative activities (e.g., court affidavits, court-ordered surveillance, searches) are executed in compliance with legal requirements.
Monitor radio traffic to keep informed of personnel activities and ensure proper assignment (e.g., need for backup, reassignment of officers).
Monitor subordinates who have contact with seized property (e.g., narcotics).
Attempt to resolve conflicts that arise between subordinates.
Field check activities of subordinates to monitor performance and compliance with Department policies, procedures and applicable laws.
Monitor activities of office staff and desk personnel to ensure appropriate performance of duties (e.g., taking citizen complaints correctly and courteously, identifying self and district when answering phone calls).
Attend or conduct roll call.
Take steps to keep subordinate complaints from escalating into grievances.
K. PERSONNEL EVALUATION AND COUNSELING
Request investigation of subordinates based on factors such as symptoms of possible narcotics use.
Identify problematic behavior patterns and take steps to resolve the problem(s).
Counsel subordinates regarding personal problems and/or provide necessary referrals when requested by subordinates or when problems are affecting job performance.
Inform subordinate of disciplinary action taken.
Complete formal performance evaluation procedures for subordinate personnel to identify and document strengths and areas in need of improvement.
Discuss performance of subordinate with other supervisory personnel to obtain others' input and ensure consistency in dealing with personnel matters.
Evaluate Department personnel to determine suitability for specialized training, assignment, or program.
Investigate instances of superior performance or unusual heroism by subordinates to prepare a report for superiors.
Discuss job performance individually with subordinate personnel during performance rating period and at other times, to recognize strengths, provide encouragement/guidance in areas of needed improvement, and set performance goals.
Recommend transfer or additional training for subordinate based on performance.
Conduct interviews with Department personnel to ensure compliance with policies and procedures.
Maintain subordinate activity statistics (e.g., tardiness, sick days).
Counsel officers about career development and advancement.
Inspect grooming (e.g., personal hygiene), uniform, and personal equipment of subordinate personnel to ensure compliance with policies and procedures.
L. PERSONNEL ASSIGNMENT AND COORDINATION
Provide information regarding shift's activities (e.g., cars tied up, situations in progress) to supervisor in charge of succeeding shift.
Gather and review information regarding previous shift's activities for use in planning the current shift assignments.
Assign or delegate tasks to personnel based on unit needs and priorities as well as personnel considerations (e.g., availability, workload, capabilities).
Keep track of assignments distributed among personnel as well as scheduled completion dates.
Provide necessary resources (e.g., information, guidance, personnel, equipment) to aid another Department at a scene (e.g., Traffic Safety personnel to escort Fire Department personnel, K-9).

Massachusetts PD – Sergeant – Task Survey Analysis

Sergeant Essential Tasks:

Prepare/adjust work schedule in accordance with Departmental guidelines and as needed to accommodate special needs (e.g., absences, holidays, training).
M. TRAINING DELIVERY
Provide informal instruction or guidance to Department personnel to relay information regarding new policies and procedures, correct subordinate deficiencies, and reinforce previous learning (e.g., use of force/pursuit policies).
Monitor implementation of field training to ensure compliance with established standards.
Identify training needs based on observation of personnel performance (e.g., report writing, policy, and procedures) and make training recommendations.
N. COMMAND
Assume command at hostage/barricaded suspect situations pending arrival of specialized units.
Establish staging area at serious incident scene for briefing of personnel, etc.
Respond to major crime and incident scenes or in sensitive situations to ensure that proper actions are taken by police personnel and that other law enforcement and public service agencies are contacted.
Direct evacuations to ensure the safety of police personnel and the public.
Establish a command post for the purpose of directing operations at serious incident scene (e.g., bomb threat, hostage situation).
Assume command at incident scene during emergency and/or unexpected situations, issue assignments, orders, and instructions to personnel to coordinate, direct, and assist them with their activities (e.g., perimeter control, evacuation).
Recognize emergency situation and implement emergency mobilization plan.
Monitor police activity by radio.
Assume command at incident scene during routine situations, issue assignments, orders, and instructions to personnel to coordinate, direct, and assist them with their activities (e.g., rerouting traffic, securing crime scene, evidence collection).
Attend briefings to discuss tactical plans and assignments.
O. INTERNAL/EXTERNAL COMMUNICATIONS & COORDINATION
Ensure specialty units and external agencies are notified of situations warranting their attention and involvement (e.g, hostage negotiator, Tactical Response Team, HAZMAT, fire Department).
Notify dispatcher of special conditions that may affect or are affecting sector operations as required by Department procedures.
Provide guidance and suggestions to subordinate personnel to assist them in performing assigned duties and addressing any problems that arise.
Consult with superior to provide/receive assistance with assigned operational activities and keep him/her apprised of potential developments/problems.
Receive and relay directives, assignments, and special orders to subordinates.
Communicate with individuals from other city/state/federal agencies/entities to exchange information and accomplish work objectives.
Request documents in records systems (e.g., pictures, criminal histories, etc.).
Conduct/facilitate meetings with subordinate personnel to discuss and exchange information, review new policies, address problems, critique incidents, coordinate activities, develop plans, etc.
Respond to requests for information from superior personnel.
Notify other Police Department units of unusual situations and conditions as necessary and appropriate.
Communicate with other Department personnel informally to discuss and exchange information (e.g., intelligence), address problems, etc.
Contact other police Departments and law enforcement agencies (e.g., FBI) for information and assistance.

Massachusetts PD – Sergeant – Task Survey Analysis

Sergeant Essential Tasks:

Contact outside agencies and organizations (e.g., social service agencies) for information.
Monitor and respond to routine communications (e.g., phone).
Attend meetings to be apprised of organizational or procedural changes or to provide or exchange information.
Answer investigative inquiries from other law enforcement agencies or refer inquiry appropriately.
Attend meetings, police functions, or ceremonies as police Department representative and prepare and deliver speeches as requested.
Respond to questions from the media regarding specific incidents in accordance with Department guidelines for release of information.
P. RESEARCH AND PLANNING
Read and review professional literature, technical journals, and newsletters to determine their application to Division operations and to keep abreast of current practices and developments.
Make suggestions to improve the effectiveness or efficiency of Department units.
Q. FINANCIAL MANAGEMENT
R. PROFESSIONAL DEVELOPMENT
Participate in in-service training and recertification programs including firearms, policies, and practical/tactical exercises (e.g., defensive tactics) to receive information and develop skills.
Assume duties of superior during superior's absence.
Read and keep up-to-date on federal, state, and local statutes/ordinances and court decisions to ensure appropriate enforcement and investigatory activities.
Read internal reports and training materials to keep current on procedures and issues.
Read and keep up-to-date on Departmental policies and procedures to ensure appropriate enforcement, investigatory, and administrative activities.
Read outside literature (e.g., texts and journals) to keep current on law enforcement topics.

**Memorandum of Agreement
Between the Brookline Community
Foundation and the Town of Brookline**

This Memorandum of ("Agreement") is made and entered into this _____ day of 2021 by and between the Brookline Community Foundation, a nonprofit organization with a principal place of business at 40 Webster Place, Brookline, Massachusetts, 02445, hereinafter "BCF" and the Town of Brookline, a municipal corporation with business located at 333 Washington Street, Brookline, Massachusetts, 02445, acting by and through its Select Board and Town Administrator, hereinafter collectively referred to as the "Town of Brookline".

WHEREAS, in 2019 the Town of Brookline resolved to establish a Racial Equity Advancement Fund (the "Racial Equity Fund") to be funded by revenue received from marijuana establishments;

WHEREAS, the Town of Brookline and BCF (the "Parties") desire to work together in an effort to support community organizations, non-profits, and other entities seeking funding for projects, programs, and initiatives that advance racial equity and racial justice within the Brookline community;

WHEREAS, the Parties have engaged in various conversations to discuss the creation of a Racial Equity Fund at BCF and a Racial Equity Fund Grants Program managed by BCF;

WHEREAS, the Parties have agreed that BCF will oversee and manage the Racial Equity Fund and assemble a committee to work jointly with the BCF to oversee and manage the Racial Equity Fund Grants Program, and as funds are available;

WHEREAS, the Town of Brookline may contribute from time to time additional monies into the Racial Equity Fund;

WHEREAS, BCF may raise additional funds from the community for the Racial Equity Fund;

WHEREAS, BCF shall award grants from the Racial Equity Fund Grants Program to and through tax exempt organizations that meet the requirements of Section 501(c)(3) of the Internal Revenue Service Code, as well as to Town departments or agencies and community groups for programs, projects and efforts addressing the issue of racism and inequity in the Brookline community that serve a public purpose; and

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and the mutual covenants and agreements herein contained, the Parties hereby agree as follows:

1. Purpose & Eligibility Requirements

- a. The purpose of the Racial Equity Fund is to support community organizations, nonprofits and other entities seeking funding for projects, programs and initiatives that advance the recognized public interest in furthering racial equity and racial justice for the Brookline community, to the extent permitted by law.
- b. The Racial Equity Fund will provide grant funding to address racial equity gaps that affect quality of life for people of color including but not limited to the following areas:
 - Arts and Culture
 - Civic Engagement
 - Economic Advancement, Income and Wealth Creation
 - Education and Job Readiness
 - Health and Wellness
 - Housing
 - STEAM (Science, Technology, Engineering, Arts, Math)
- c. The proposed work must serve the Brookline community, and must do so in a way that benefits the community as a whole rather than inhering to any particular individual or private entity's benefit.
- d. Eligible applicants are local nonprofits organizations with an active 501(c)(3) status, Town departments or agencies, including the Town's Office of Diversity Inclusion and Community Relations (ODICR) or Commission for Diversity Inclusion and Community Relations (CDICR), and community groups. If an organization or project is new and/or not yet tax-exempt, an application may be submitted through an organization that has agreed to serve as a fiscal sponsor.

14.A.

This is not intended to be a barrier to innovative ideas or projects. BCF will assist applicants in identifying an appropriate fiscal sponsor as well as connect the applicant with a representative from the suggested fiscal sponsor.

- e. To be eligible, an applicant must be operated and organized so that it does not discriminate in the hiring of staff or provision of services on the basis of race, religion, gender identity, sexual orientation, age, national origin or disability.
- f. The Racial Equity Fund will not support fundraising or capital campaigns, political campaigns, or lobbying.
- g. BCF will provide to the Brookline Town Administrator by the 30th of June of each year information regarding the grants awarded in that fiscal year and the available amount of distribution for the following fiscal year and shall provide a report within thirty (30) days following each cycle of grant awards describing the composition of said cycle's awards.

2. Grantmaking Process, Guidelines & Timelines

- a. Consistent with the fund purpose, BCF will help design and facilitate grant-making policies and procedures, including the assembly of The Racial Equity Fund Grants Committee ("The Committee"), which will be comprised of representatives from the Town of Brookline (3), BCF (3), and community members (6), subject to details in section 3b.
- b. BCF will run two review cycles per year per the timelines in sections 2(c) and 2(d), subject to change.
- c. Timeline - Cycle 1
 - Idea Stage Applications Due: May 1
 - Full Proposal Invitations Released: June 1
 - Full Proposals Due: July 15
 - Estimated Notification of Grant Awards: September 1
- d. Timeline - Cycle 2
 - Idea Stage Applications Due: October 1
 - Full Proposal Invitations Released: November 1
 - Full Proposals Due: December 15
 - Estimated Notification of Grant Awards: February 1
- e. Applications for support can request funding up to \$50,000. Proposals requesting more will be reviewed on a case by case basis and as funding permits.

- f. BCF shall provide technical assistance to applicants throughout the process, as needed.

3. Racial Equity Fund Grants Committee

- a. The Racial Equity Fund Grants Committee (“the Committee”) will set priorities aligned with the purpose of the fund, as stated in section 1, to strategically deploy available funds addressing urgent racial equity community needs and gaps.
- b. The Committee shall be composed of up to twelve (12) representatives as follows: three (3) representatives from the Town of Brookline; three (3) representatives from BCF; and six (6) representatives from the Brookline community.
- c. To ensure a plurality of perspectives and lived experience, and to advance fund distribution efforts in accordance with the purpose of the fund’s establishment, the interim steering committee, as described in section (d) below, and the Committee will make best efforts to have the Committee’s composition include a majority (50%>) of people of color with a diverse representation from the Brookline community's population, including Black, Latinx, Asian, Asian American, and other people of color.
- d. Committee recruitment and selection process is as follows:
 - The Town of Brookline will appoint three representatives, two of whom shall be appointed by the Select Board and one of whom shall be appointed by the Commission for Diversity, Inclusion and Community Relations. The Town will make best efforts to appoint a majority of individuals who self-identify as people of color.
 - BCF will appoint three representatives from current staff and Board of Trustees. BCF will make best efforts to appoint a majority of individuals who self-identify as people of color.
 - BCF will establish an open nomination process for the six (6) community representatives. Community members may nominate themselves or others. An interim steering committee comprised of the 3 representatives from the Town and the 3 representatives from BCF will select Community members. The interim committee will make best efforts to appoint a majority of individuals who self-identify as people of color.
 - Within the first year, the Committee shall determine a process for the selection of future members from the community.

14.A.

- e. The Committee shall review applications and make grant recommendations to the BCF Board of Trustees for each cycle.
- f. Committee members shall complete and update conflict of interest forms prior to participating in each cycle. Conflicts will be managed subject to BCF's conflict of interest policy, attached hereto as Exhibit A.
- g. If a Committee member is part of a Town agency or department, organization or community group that applies to the Committee for a grant, that member shall recuse themselves from any review and determination related to that specific grant application but shall not have to recuse themselves over any other grant application.
- h. The Committee selection process shall evolve over time, as appropriate, based on feedback by the Parties and Committee members.
- i. BCF shall ensure language and accessibility accommodations are addressed and do not create barriers to participation for Committee members.

4. FUNDRAISING

- a. The Parties intend for the Town to initiate the Fund with money appropriated in FY21, but the Town shall be the sole authority on the amount, timing, and method of transferring those funds and any additional funds contributed by the Town to the Fund.
- b. The Town of Brookline may contribute additional monies into the Racial Equity Fund for the purpose for which it has been established.
- c. After the establishment of the fund and execution of this Agreement, BCF may engage in fundraising activities and individuals, corporations, and organizations may contribute to the Racial Equity Fund at any time, thereby demonstrating their support for the purpose for which it has been established.

5. ACKNOWLEDGMENT

- a. BCF shall issue acknowledgements for all donations made to the Racial Equity Fund.
- b. The Town of Brookline logo and the BCF logo will be included on all marketing and acknowledgment materials, including but not necessarily limited to social media posts about fund-related opportunities, web pages where the fund is referenced, award information, grant guidelines and applications, award letters and other documentation, and acknowledge awards from the Racial Equity Fund as follows: "Racial Equity Fund grants are made possible with support from the

Town of Brookline and the Brookline Community Foundation," or a statement as otherwise mutually agreed to by the Parties.

6. **CONFIDENTIALITY.** To the extent permitted by law (including the Massachusetts Public Records Law) or unless otherwise provided herein, the Parties shall treat as strictly confidential all information received or obtained as a result of entering into or performing this Agreement.
7. **REPRESENTATIONS AND WARRANTIES.** Each party to this Agreement represents and warrants to the other party that he/she/it:
 - a. Has full power, authority and legal right to execute and perform this Agreement;
 - b. Has taken all necessary legal and corporate action to authorize the execution and performance of this Agreement;
 - c. Affirms that this Agreement constitutes the legal, valid and binding obligations of such party in a accordance with its terms; and
 - d. Shall act in good faith to give effect to the intent of this Agreement and to take such other action as may be necessary or convenient to consummate the purpose and subject matter of this Agreement.
8. **TERMINATION.** Either party may terminate this Agreement for any reason or no reason with notice by mail or email and with thirty (30) days' notice to all Parties. Upon termination, BCF shall calculate an amount awarded in grants or expended in administering the Fund or compensating the BCF, up to the date of the notification and shall deduct that amount from the total amount contributed by the Town to the Fund. The remainder shall be transferred back to the Town.
9. **MEDIATION.** If a dispute arises pertaining to the items and conditions of this Agreement the Parties agree to first meet informally and attempt in good faith to resolve any dispute.
10. **NOTICE.** Any notice or communication required under this Agreement shall be sufficiently given if delivered in person or sent by recognized national overnight courier, by confirmed facsimile transmission, or by registered or certified mail, postage prepaid, return receipt requested, to the addresses set forth on the signature page hereto. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.
11. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

14.A.

12. **AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and signed by all Parties.
13. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
14. **WAIVER OF CONTRACTUAL RIGHTS.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
15. **GOVERNING LAW/VENUE.** This Agreement shall be governed by and construed in accordance with the laws of Massachusetts and any claim shall be filed in Norfolk Superior Court.

Entered into this _____ day of 2021, by
BROOKLINE COMMUNITY FOUNDATION
40 Webster Place
Brookline, MA 02445

By: _____
Giselle Ferro Puigbo
Executive Director

By: _____
Gioia Perugini
Vice President, BCF Board of Trustees

THE DONORS:

TOWN OF BROOKLINE,
acting through its Select Board
333 Washington St., 6th Floor
Brookline, MA 02445

14.A.

EXHIBIT A**BROOKLINE COMMUNITY FOUNDATION
CONFLICT OF INTEREST POLICY**

The purpose of this policy is to protect BCF's interests when it is contemplating entering into a business transaction or arrangement that might benefit the private interest of a Board member, Board committee member, officer or member of the staff of BCF.

Definition

For the purpose of this policy, a "conflict of interest" is present whenever an interested person has a financial interest in a proposed contract or transaction to which BCF may be a party. Interested persons include Board members, members of committees of the Board, officers, and staff of BCF. A person has a financial interest if he or she has, directly or indirectly, through business, investment or family, an actual or potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which BCF is considering a transaction or arrangement. (Compensation includes direct and indirect remuneration as well as gifts or favors.) The interested person may be directly involved in the transaction or have an employment, investment or ownership interest in or with an entity involved in the transaction. A conflict of interest can result from the providing of professional and other services to BCF.

Policies

Interested persons (including Foundation Board members, committee members, officers and staff of BCF) shall take all reasonable steps to avoid actual or perceived conflicts of interest arising from their business activities. Unless there is prior Board approval, such interested persons (or their firms, as applicable) may not engage in any business relationship with BCF. The Board will only approve such a business relationship with BCF in exceptional situations such as when there is no practical alternative supplier of the business to BCF, the price or conditions offered by the interested person (or his or her firm, as applicable) are distinctly more favorable than any practical alternative, or when the personal benefit inuring to the interested person from the business relationship with BCF is merely incidental.

Interested persons should not engage in business relationships that result reasonably directly from a grant or other decision of BCF. In determining whether a business relationship results reasonably directly from a decision of BCF, the following factors should be considered: (a) the time that has elapsed since BCF's decision; (b) whether the interested person or his or her business will be paid with Foundation funds; (c) the degree of overlap between the focus of BCF's decision (e.g., awarding a grant or selecting an investment) and the content of the interested person's business; (d) whether BCF plays any role in selecting the business that provides the service in question; and (e) whether the business providing the service will interact in any substantial way with BCF.

Procedure:

Interested persons must disclose any possible conflicts of interest and the nature of his or her financial interest to the Board or a committee of the Board that is considering the proposed transaction or arrangement. Such disclosure shall include any relevant and material facts known to such interested person about the transaction or arrangement which might reasonably be construed to be adverse to BCF's interest.

After disclosure of the financial interest, the interested person shall remain in the meeting to provide such information as the Board or committee may request, and thereafter shall leave the meeting while the financial interest is discussed and the remainder of the Board or committee determines whether a conflict exists.

The Board Chair or committee Chair may appoint a disinterested member or committee to investigate alternatives to the proposed transaction or arrangement and determine, upon exercising reasonable due diligence, whether BCF can, with reasonable efforts, obtain a more advantageous transaction or arrangement from a different person or entity who does not create a conflict of interest.

If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a conflict of interest, the Board or committee shall determine by a two-thirds affirmative vote of the disinterested members of the Board or committee present whether the transaction or arrangement is in BCF's best interest and for its own benefit, and whether such transaction or arrangement is fair and reasonable to BCF. The conflicted Board member shall not be present during that portion of any meeting, shall not vote, and may not be counted for purposes of determining whether a quorum is present.

The minutes of any meeting of the Board or committee dealing with such matters shall contain: (i) the names of the interested persons who disclosed or were otherwise found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Board's or committee's decision as to whether a conflict of interest in fact existed, and (ii) the names of the persons who were present for discussions and votes related to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with those proceedings.

DUALITY OF INTEREST POLICY

The duality of interest policy is intended to preserve the integrity of the grant making function and processes of BCF. It is recognized that Board members, committee members, officers and staff of BCF will serve in many capacities in the charitable community with agencies, institutions and programs, which are grant applicants. Such roles give rise to a dual interest, which is

permissible and often beneficial to both organizations. However, dual roles can be misconstrued and thus sensitivity is necessary to reduce or eliminate perceptions of favoritism.

Definition.

A duality of interest exists when a Board member, officer, or staff member of BCF is affiliated with an organization seeking, or who has sought to request a grant from BCF. Such affiliation exists if the interested person is a director, trustee, officer or employee of the grantee organization, or has an unofficial role such as significant donor, volunteer, advocate or advisor to that organization. For purposes of this policy statement such relationship shall be defined to be a “duality of interest or involvement”.

Policies

1. Officers, Trustees and members of the staff of BCF may serve as a trustee, director or officer of, or in any other official capacity with, any organization in Brookline. But should such an organization apply for, or be in a position to apply for or receive a grant in the future from BCF, such participation must be disclosed to the Executive Director and Board Chair. Such disclosures are to be made, in any case, by filling out an annual BCF disclosure form, listing affiliations, volunteers positions and the like.
2. No officer or member of the staff of BCF who is involved with a grantee organization, as described in the preceding paragraph, shall play a decision-making role with respect to the making of a grant to such grantee organization. The officer or member of the staff may participate in discussion about the grant, but may not vote.
3. No member of BCF Board, a committee member, officer or member of the staff of BCF shall receive any individual monetary benefit, direct or indirect, from any grant to or other transaction with any grantee organization. It is the intention of this provision that any grants from BCF to such grantee organizations shall be used for general program or operational purposes of the grantee organization and not to pay salary or other compensation to any person with a duality of interest or involvement.
4. As to grant applications, no grantee organization with which any Board member, committee member, officer or member of the staff of BCF is involved, shall receive any special consideration whatsoever for its application. No variation in the procedures or standards for processing grants shall be permitted and particularly thorough scrutiny, justification, and consideration shall be applied to the application of any such grantee organization.

Procedures

During the consideration of any proposed grant to any organization by BCF Board or by any committee thereof, any member of BCF Board, committee members, officers or staff of BCF who has a duality of interest or involvement with the prospective recipient shall notify the, Grants Committee Board Chair and members of the Committee if such is not otherwise noted in

the grant review. If such person serves on the Board or is an official advisor to the applicant, such person shall refrain from voting on the proposed grant but shall, subject to the discretion and control of the Chair, be permitted to participate in discussions regarding the applicant organization. Any person deemed by himself, herself or the Chair to have a conflict of interest (see the Conflict of Interest Policy set forth above) shall not participate in any vote on a grant for such an agency request, and *unless asked specifically to stay*, shall leave the meeting when the vote is made.

GENERAL PROVISIONS APPLYING TO BOTH POLICIES

Definitions and General Principles

1. For purposes of both the Conflicts of Interest Policy and the Duality of Interest Policy, references to Board members, committee members, officers or members of BCF staff shall include their spouses, significant others, children, parents and siblings.
2. Board members, committee members, officers and staff of BCF shall not intentionally use their association with BCF to create any favorable treatment or advantage from any business, organization, or person.
3. If the Board, or any committee has reasonable cause to believe that a Board member, committee member or officer has failed to disclose any actual or possible conflicts of interest or duality of interest or involvement, it shall inform such person of the basis for such belief and afford him or her an opportunity to explain the alleged failure to disclose. Following such explanation and after any further investigation deemed appropriate by the Board or committee, if the Board or committee determines that the interested person has in fact failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action, which may, when warranted, result in the removal or termination of such person.
4. If the Board, any committee of the Board or management of BCF has reasonable cause to believe that a member of BCF staff has failed to disclose any actual or possible conflicts of interest or duality of interest or involvement, or otherwise has violated the terms of either the Conflicts of Interest Policy or the Duality of Interest Policy as stated above, then such matter shall be treated as a violation of the employment policies and practices of BCF by such staff member, and the EXECUTIVE DIRECTOR shall cause BCF to take such disciplinary or other action as is deemed appropriate in the circumstances, all in accordance with the prescribed employment procedures and practices of BCF, which may, when warranted, result in the termination of such staff member.

Annual Disclosure Statements

For purposes of carrying out the Conflicts of Interest Policy and the Duality of Interest Policy of BCF, Board members, officers and Foundation staff, not less often than once each year hereafter, will fill out and sign a disclosure statement concerning their Brookline business interests and nonprofit organization affiliations. Such information may be used by BCF in its

continuing efforts to avoid, or otherwise properly manage conflicts of interest, and to identify and properly manage circumstances of duality of interest or involvement.

Confidentiality

Confidential financial and investment information may not be used for personal gain. BCF is a significant private investor and receives substantial confidential information in the performance of its investment, gift acceptance and stewardship obligations. No Board member, officer or member of BCF staff should use such confidential information for personal purposes or transmit such information to others except in the course of his or her duties on behalf of The Brookline Community Foundation. Each Board member and BCF Staff shall execute a Confidentiality Statement in the form prescribed by BCF.

Questions and Concerns

Any questions or concerns that any Board member, officer or member of BCF staff has regarding whether a conflict of interest exists, whether or not an affiliation with another nonprofit organization creates a duality of interest or involvement, or otherwise is uncertain about the appropriate behavior in a given situation should seek guidance from the Executive Director or Board Chair.

**BROOKLINE COMMUNITY FOUNDATION
FIELD OF INTEREST NON-ENDOWED FUND AGREEMENT**

Racial Equity Fund

This Field of Interest Non-Endowed Fund Agreement (this “Agreement”) is made and entered into as of _____, 2021 by and between Brookline Community Foundation, the community charitable foundation for the Town of Brookline, Massachusetts (the “Foundation”), and The Town of Brookline, operating by and through its Select Board (the “Donors,” and at times together with the Foundation, the “Parties” and, each individually, a “Party”).

WHEREAS, the Foundation is a charitable foundation that is qualified to receive tax deductible bequests or gifts under Section 2055, 2106 and/or 2522 of the United States Internal Revenue Code of 1986, as amended; and

WHEREAS, the Donors wish to establish a field of interest non-endowed fund with the Foundation to support projects, programs and initiatives that advance racial equity and racial justice in Brookline; and

WHEREAS, the Parties have memorialized their understanding as to the intention behind and procedures for the Fund in a Memorandum of Agreement (the “MOA”), executed contemporaneously with this Agreement, which establishes a Racial Equity Funds Grant Committee (the “Committee”), to be in charge of all decisions related to distributions from the Fund.

NOW THEREFORE, in consideration of the terms and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Formation of the Non-Endowed Fund.** The Donors hereby agree that as of the date hereof, the Donors are making an donation (the “Donation”) to the Foundation in that certain dollar amount set forth on the signature page hereto for the sole purpose of establishing a non-endowed fund (the “Fund”) for the field of interest set forth on the signature page attached hereto (the “Field of Interest”). The name of the Fund shall be as set forth on the signature page attached hereto.

2. **Administration by the Foundation.** The Foundation shall hold and administer the Fund pursuant to applicable Federal and Massachusetts statutes, the Foundation’s Articles of Incorporation and Bylaws, attached hereto as Exhibit B, and its procedures and policies for the administration of similar funds of the Foundation, as determined by the Foundation’s Board of Trustees (the “Board”). The Foundation shall invest the assets of the Fund as the Board deems appropriate for non-endowed funds and may commingle such assets with other assets of the Foundation, provided that the separate identity and accounting of the Fund shall be maintained.

3. **Compensation of the Foundation.** The Foundation shall be entitled to reasonable compensation for its management and administrative services in furtherance of the Fund, in accordance with the fee schedule attached hereto as Exhibit A, which exhibit is subject to change from time to time by the Board, in its sole discretion. The Board will promptly notify the Donor of any changes to the fee schedule following the Foundation's adoption of any new fee schedule and Exhibit A shall be amended to include any such new fee schedule. Any costs to the Foundation in accepting, transferring or managing assets donated to the Foundation for the Fund shall also be paid from the Fund. The Foundation will also be entitled to a one-time fund establishment fee equaling 1% of the initial donation.

4. **Distribution from Fund.** The Foundation may make annual distributions from the Fund as determined from time to time by the Board for such programs, projects or charitable purposes of the designated organizations as the Foundation deems appropriate, pursuant to the recommendations of the Committee. The Foundation may make distributions from the principal to qualified charities when it, pursuant to the recommendations of the Committee, deems such distributions to be prudent, provided, however, if at any time the balance in the Fund is equal to or less than Two Hundred and Fifty Dollars (\$250.00) then the Board, in its sole discretion, may close the Fund.

5. **Modification of Fund.** The Foundation shall have powers of modification or removal of purposes of the Fund as specified in Section 1.170A-9(f)(11)(v)(B) of the Treasury regulations, as amended, to protect the Fund from obsolescence. Should, in the sole discretion of the Board, any restriction or condition on the distribution of funds become, in effect, unnecessary, incapable of fulfillment, undesirable, impractical, obsolete or inconsistent with the charitable needs of the community then being served, the Board shall modify or remove such restrictions, in which case, the Board will use the Fund for purposes which most nearly approximate, in the good faith opinion of the Board, the original purpose of the Fund, subject to the rights of the Donor to terminate the arrangement and receive reimbursement as delineated in the MOA.

6. **Review and Removal of Trustee.** The Foundation shall additionally remove or replace any trustee, custodian, or agent for breach of fiduciary duty and for the failure to produce a reasonable return of net income over a reasonable period of time, as specified in Section 1.170A-9(f)(11)(v)(B) of the Treasury regulations. The Foundation shall regularly take appropriate action to seeing that each trustee, custodian, or agent administers the Fund and the aggregate of the Foundation's funds in accordance with the terms of Fund is producing a reasonable return of net income over a reasonable period of time.

7. **Additional Fundraising.** In the event that at any time the Donors wish to raise additional funds for the Fund, any and all such fundraising shall be done in strict accordance with the rules and provisions of the Foundation, attached hereto as Exhibit B, which exhibit is subject to change from time to time by the Board, in its sole discretion. The Board will promptly notify the Donor of any changes to the fundraising rules and procedures on Exhibit B following the Foundation's adoption of any new such rules and procedures and Exhibit B shall be amended to include any such rules and procedures.

8. **Miscellaneous.**

8.1. **Amendment and Waiver.** This Agreement is irrevocable and may not be amended except by a written instrument signed by both Parties or except as provided in Section 6. No provision of this Agreement may be waived except by a written instrument signed by the Party against whom the waiver is to be enforced.

8.2. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts.

8.3. **Severability.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any portion or provision of this Agreement is declared invalid for any reason, such declaration shall have no effect upon the remaining portions or provisions of this Agreement, which shall continue in full force and effect as if this Agreement had been executed with the invalid portions or provisions deleted.

8.4. **Entire Agreement.** All understandings and agreements, if any, heretofore existing between the Parties regarding the subject matter hereof are merged into the MOA and this Agreement, which fully and completely expresses the agreement of the Parties with respect to such subject matter. To the extent ambiguity arises between the MOA and this Agreement or the MOA and this Agreement conflict as to any provision or obligation, the MOA shall control to the fullest extent possible.

8.5. **Notice.** Any notices or other communications required or permitted under this Agreement shall be in writing, shall specifically refer to this Agreement, and shall be sent by hand, by recognized national overnight courier, by confirmed facsimile transmission, by confirmed electronic mail, or by registered or certified mail, postage prepaid, return receipt requested, to the addresses set forth on the signature page hereto.

8.6. **Force Majeure.** Neither Party will be responsible for delays resulting from causes beyond the reasonable control of such Party, including, without limitation, fire, explosion, flood, war, strike, or riot, *provided*, that the nonperforming Party uses commercially reasonable efforts to avoid or remove such causes of nonperformance and continues performance under this Agreement with reasonable dispatch whenever such causes are removed.

8.7. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors, and permitted assigns.

8.8. **Counterparts.** This Agreement may be executed in counterparts, including counterparts transmitted by facsimile transmission or electronic mail, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8.9 **Publicity**. The Foundation may issue any press release or public statement relating to the subject matter of this Agreement from time to time after the date hereof in its sole discretion.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as an instrument under seal as of the date set forth above.

THE FOUNDATION:

BROOKLINE COMMUNITY FOUNDATION
40 Webster Place
Brookline, MA 02445

By: _____
Giselle Ferro Puigbo
Executive Director

By: _____
Gioia Perugini
Vice President, BCF Board of Trustees

THE DONORS:

TOWN OF BROOKLINE,
acting through its Select Board
333 Washington St., 6th Floor
Brookline, MA 02445

Donation Amount: \$ _____

Name of Fund: Racial Equity Fund

Field of Interest: The Racial Equity Fund is intended to support projects, programs and initiatives that advance racial equity and racial justice in Brookline and address racial equity gaps that affect the quality of life for people of color, including but not limited to the following areas:

- Arts and Culture
- Civic Engagement
- Economic Advancement, Income and Wealth Creation
- Education and Job Readiness
- Health and Wellness
- Housing
- STEAM (Science, Technology, Engineering, Arts, Math)

EXHIBIT A

Fund Fee Policy – effective 1-27-2021

UNRESTRICTED FUND (OR ENDOWED DISCRETIONARY FUND)

Minimum: \$10,000 for endowed

Fee to Administer: 1.5% annually and applied quarterly; \$750 minimum for endowed

DONOR ADVISED FUND

Minimum: \$10,000 for endowed; \$5,000 for non-endowed

Fee to Administer: 1.5% annually and applied quarterly; \$750 minimum for endowed and \$250 minimum for non-endowed

DESIGNATED FUND

Minimum: \$10,000 for endowed; \$5,000 for non-endowed (with \$250 minimum to remain active for non-endowed)

Fee to Administer: 1.5% annually and applied quarterly; \$750 minimum for endowed and \$250 minimum for non-endowed

FIELD OF INTEREST FUND

Minimum: \$10,000 for endowed; \$5,000 for non-endowed (with \$250 minimum to remain active for non-endowed)

Fee to Administer: 1.5% annually and applied quarterly; \$750 minimum for endowed and \$250 minimum for non-endowed

**SCHOLARSHIP (WITH ADMINISTERING AGENCY PARTNER
TO OVERSEE ADMINISTRATION AND SELECTION OF SCHOLARSHIPS)**

Minimum: \$50,000 for endowed; \$25,000 for non-endowed

Fee to Administer: 1.5% annually and applied quarterly; \$750 minimum for endowed and \$250 minimum for non-endowed

AGENCY FUND

Minimum: \$25,000 for endowed

Fee to Administer: 1.5% annually and applied quarterly; \$375 minimum

EXHIBIT B

BY-LAWS OF

The Brookline Community Foundation.

As amended March 13, 2013

Section 1. ARTICLES OF ORGANIZATION, LOCATION, CORPORATE SEAL AND
FISCAL YEAR

1.1. Articles of Organization. The name and purposes of the corporation shall be as set forth in its Articles of Organization. These By-laws, the powers of the corporation and of its members, trustees, directors, and officers, and all matters concerning the conduct and regulation of the affairs of the corporation shall be subject to such provisions in regard thereto, if any, as are set forth in the Articles of Organization as from time to time in effect.

1.2. Location. The principal office of the corporation in The Commonwealth of Massachusetts shall initially be located at the place set forth in the Articles of Organization of the corporation.

1.3. Corporate Seal. The trustees may adopt and alter the seal of the corporation.

1.4. Fiscal Year. The fiscal year of the corporation shall end on December 31 of each calendar year.

1.5. Corporate Records. The original, or attested copies, of the Articles of Organization, By-laws and records of all meetings of the incorporators, members, directors, and trustees of the Corporation shall be kept in Massachusetts at the principal office of the Corporation, or at any office of its clerk or resident agent. Said copies and records need not all be kept in the same

office. They shall be available at all reasonable times for the inspection of any member or trustee for any proper purpose.

Section 2. MEMBERSHIP

The corporation shall not have members. Any action or vote permitted to be taken by members pursuant to Massachusetts General Laws Chapter 180 shall be taken by action or vote of the same percentage of the trustees of the corporation. References herein to the "member" or "members" of the corporation shall, unless the context otherwise requires, be to the Board of Trustees, as appropriate.

Section 3. SPONSORS, BENEFACTORS, CONTRIBUTORS, ADVISORS, FRIENDS OF THE CORPORATION

The trustees may designate certain persons or groups of persons as sponsors, benefactors, contributors, advisors or friends of the corporation or such other title as they deem appropriate. Such persons shall serve in an honorary capacity and, except as the trustees shall otherwise designate, shall in such capacity have no right to notice of or to vote at any meeting, shall not be considered for purposes of establishing a quorum, and shall have no other rights or responsibilities.

Section 4. BOARD OF TRUSTEES

4.1. Powers. The affairs of the corporation shall be managed by the trustees who shall have and may exercise all the powers of the corporation to the full extent provided by law, the Articles of Organization or these By-laws. The Board of Trustees may act on any matter notwithstanding the existence of one or more vacancies in the Board.

4.2. Number and Election. At each annual meeting, the trustees shall, by majority vote, fix the number of trustees at a number no less than 9 and no more than 24. At any special or regular meeting, the trustees may, by majority vote, decrease the number of trustees within these numerical limits to eliminate vacancies, or increase the number of trustees within these numerical limits to create additional positions.

The trustees shall be divided into three classes of approximately equal size, the term of one class expiring each year. At each annual meeting, the trustees then in office shall elect, for a term of three (3) years, the successors to the class whose term is then expiring. At each such annual meeting or at any special or regular meeting, the trustees then in office may also elect additions to classes whose term is not yet expiring to the extent necessary to maintain approximate equality in size among classes. The Board of Trustees will seek trustees with skill sets and other attributes complimentary to the goals of the corporation.

At the first annual meeting of trustees after adoption of this By-law, the terms of the trustees then in office shall be designated by class so that the terms of approximately one-third of the total number of trustees shall end at each subsequent annual meeting of the trustees.

4.3. Term of Office. Each trustee shall hold office for the term of the class to which he is elected and until his successor is elected and qualified, or until he sooner dies, resigns, is removed or becomes disqualified. A trustee may not be elected to serve more than eight consecutive years in a row unless specifically asked to run for an additional term by majority vote of the Steering Committee. The foregoing restriction notwithstanding, a trustee who, during a term as trustee, is elected to be an officer of the Corporation shall continue as a trustee for as long as he or she continues to serve as an officer.

14.A.

4.4. Committees. The trustees may delegate to any committee or committees that consist solely of trustees any or all of the powers of the trustees, except those which by law, by the Articles of Organization or by these By-laws they are prohibited from delegating. Unless the trustees otherwise determine, each committee may make rules for the conduct of its business, but unless otherwise provided in such rules, committees shall conduct their affairs as nearly as may be in the same manner as is provided in these By-laws for the trustees. The members of any committee shall remain on the committee at the pleasure of the trustees and the trustees may abolish any such committee at any time. Any committee to which the trustees delegate any of their powers or duties shall keep records of its meetings and shall report its actions to the Trustees. No salaried officer or employee of the Corporation shall be a voting member of any committee. The president shall be an ex officio member of all committees.

4.5 Steering Committee. Unless the trustees otherwise determine by majority vote, there shall be a Steering Committee composed of the Officers of the Corporation, the chairs of each such other committee as may be established, and such other trustees as the President may name to serve on the Steering Committee. During intervals between meetings of the trustees, the Steering Committee may exercise all of the powers of the trustees, except for the powers specified in Section 55 of Chapter 156B. The Steering Committee shall exercise such powers under exigent circumstances or upon request from the President.

4.6 Finance and Audit Committee. Unless the trustees otherwise determine by majority vote, there shall be a Finance and Audit Committee composed of the treasurer of the Corporation and not less than two other trustees appointed by the President. Unless the trustees otherwise determine by majority vote, the treasurer shall serve as chair of the committee. As an audit committee, the Finance and Audit Committee shall be responsible for (i) recommending a

certified public accountant to be appointed as auditor by the Board of Trustees to audit the books and accounts of the Corporation, and (ii) reviewing the audit report prepared by the auditor appointed by the trustees. The Finance and Audit Committee shall also be responsible for the finances of the Corporation, including the investment of its assets, subject to the directions of the Board of Trustees. The Finance and Audit Committee may from time to time appoint such subcommittees as it deems necessary or desirable, including an investment committee, and delegate thereto any of the powers of the Finance and Audit Committee as the committee may determine, including without limitation its power to purchase and sell bonds, stock and other securities or property for the corporation. If the Finance Committee appoints an investment subcommittee, the chairman of such subcommittee shall be a trustee.

4.7 Other Committees. Unless the trustees otherwise determine by majority vote, the Steering Committee may, by majority vote upon request from the President, elect or appoint one or more additional committees, including but not limited to a Board Development Committee, Program and Grants Committee, Financial Development Committee, Outreach Committee, Marketing Committee, and Strategic Planning Committee. Members of such committees need not be trustees unless these By-laws otherwise provide. Unless the trustees otherwise determine by majority vote, the Steering Committee may delegate to any such committee or committees that consist solely of trustees any or all of the powers of the trustees, except those which by law, by the Articles of Organization or by these By-laws the trustees are prohibited from delegating. The President shall select the chair of each such committee from the trustees serving as members thereof.

4.8 Annual Meeting. The annual meeting of the trustees shall be held at such date and time as shall be determined annually by the trustees or the chair of the Board of Trustees.

4.9 Regular Meetings. Regular meetings of the trustees may be held at such places and at such times as the trustees may determine.

4.10 Special Meetings. Special meetings of the trustees may be held at any time and at any place when called by the chair of the board of trustees, by the treasurer, or by two or more trustees.

4.11 Notice of Meetings. A written or electronic notice of each meeting of the trustees, stating the place, date and time and the purposes of the meeting, shall be given to each trustee entitled to vote thereat and to each other person who, by law, by the Articles of Organization or by these By-laws, is entitled to notice, by delivering such notice to the person in hand at least twenty-four (24) hours before the meeting, by delivering such notice to the person electronically at an address provided by the person for that purpose at least twenty-four (24) hours before the meeting, or by sending the notice by first class mail to the person at the person's address as it appears in the records of the corporation at least three (3) business days before the meeting. Whenever notice of a meeting is required, such notice need not be given to any trustee if a written waiver of notice, executed by the trustee (or the trustee's attorney thereunto authorized) before or after the meeting, is filed with the records of the meeting, or to any trustee who attends the meeting without protesting prior thereto or at its commencement the lack of notice to him or her. Neither such notice nor waiver of notice need specify the purposes of the meeting, unless otherwise required by law, the Articles of Organization or these By-laws.

4.12 Quorum. At any meeting of the trustees a majority of the trustees then in office shall constitute a quorum. Any meeting may be adjourned by a majority of the votes cast upon the

question, whether or not a quorum is present, and the meeting may be held as adjourned without further notice.

4.13. Action by Vote. When a quorum is present at any meeting, a majority of the trustees present and voting shall decide any question, including election of officers, unless otherwise provided by law, the Articles of Organization, or these By-laws.

4.14. Action by Writing. Any action required or permitted to be taken at any meeting of the trustees may be taken without a meeting if all the trustees consent to the action in writing (including by writing transmitted electronically) and the written consents are filed with the records of the meetings of the trustees. Such consents shall be treated for all purposes as a vote at a meeting.

4.15. Presence Through Communications Equipment. Unless otherwise provided by law or the Articles of Organization, members of the board of trustees may participate in a meeting of such board by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can communicate with each other at the same time, and participation by such means shall constitute presence in person at a meeting.

Section 5. OFFICERS AND AGENTS

5.1. Number and Qualification. The officers of the corporation shall be a president (who shall also serve as the chair of the Board of Trustee), treasurer, clerk and such other officers, if any, as the trustees may determine. Only a trustee may serve as president, vice-president (if any), treasurer, or clerk. Other officers may, but need not be, trustees. The clerk shall be a resident of

Massachusetts unless the corporation has a resident agent duly appointed for the purpose of service of process.

The corporation may also have such agents, if any, as the trustees may appoint. At the direction of the Board of Trustees, the corporation may employ an Executive Director. The corporation may also employ such other persons as the President or the trustees shall determine.

5.2. Election. The president, treasurer and clerk shall be elected annually by the trustees at the annual meeting of the trustees. Other officers, if any, may be elected by the trustees at any time.

5.3. Tenure. The president, treasurer and clerk shall each hold office until the annual meeting of the trustees and until his or her successor is chosen and qualified, and each other officer shall hold office until the next annual meeting of the trustees unless a different period shall have been specified by the terms of his or her election or appointment, or in each case until he or she sooner dies, resigns, is removed or becomes disqualified; but in no event shall any officer other than the president serve more than three consecutive three-year terms. Each agent shall retain his or her authority at the pleasure of the trustees.

5.4. Chair and Vice Chair of the Board of Trustees. The president of the Corporation shall serve as the chair of the board of trustees, and shall preside when present at all meetings of the trustees, except as the trustees shall otherwise determine, and shall have such other powers and duties as may be determined by the trustees. If a vice president of the Corporation is elected by the Board of Trustees, the vice president shall serve as vice chair of the Board of Trustees and may exercise the powers and responsibilities of the chair in the event of the absence or incapacity of the latter and such other powers and responsibilities as the trustees may determine from time to time.

5.5. President and Vice President. Unless the trustees otherwise specify, the president shall be the chief executive officer of the corporation and, subject to the control of the trustees, shall have general charge and supervision of the affairs of the corporation. In the absence of the treasurer, the president shall perform the duties of that office. A vice president may be elected by the Board of Trustees, who shall have and may exercise the powers and responsibilities of the president in the event of the absence or incapacity of the latter and such other powers and responsibilities as the trustees may determine from time to time.

5.6. Treasurer. The treasurer shall be the chief financial officer and the chief accounting officer of the corporation, subject to the direction of the president and the Board of Trustees. The treasurer shall be in charge of the corporations financial affairs, books of account, accounting records and procedures, funds, securities and valuable papers, and shall keep full and accurate records thereof. The Treasurer and the President shall each also have power to sign all mortgages, deeds and leases and other documents relating to real property approved by the Trustees {don't know if this tracks with practice}. The treasurer shall also prepare or oversee all reports and filings required by the Commonwealth of Massachusetts, the Internal Revenue Service, and other governmental agencies. The Treasurer shall cause the preparation of an annual budget for presentation to the Board of Trustees and such interim budgets as are needed. At the end of every fiscal year, the treasurer shall deliver a written financial report to the board. The treasurer shall have such other duties and powers as designated by the trustees or the president. The books and accounts of the Corporation shall be audited annually by a certified public accountant appointed by the Trustees.

5.7. Clerk. The clerk shall record and maintain records of all proceedings of the members and trustees in a book or series of books kept for that purpose, which book or books shall be kept

within the Commonwealth at the principal office of the corporation or at the office of its clerk or of its resident agent. Such book or books shall also contain records of all meetings of incorporators and the original, or attested copies, of the Articles of Organization and By-laws and names of all trustees and the address of each. If the clerk is absent from any meeting of trustees, a temporary clerk chosen at the meeting shall exercise the duties of the clerk at the meeting.

Section 6. RESIGNATIONS, REMOVALS AND VACANCIES

6.1. Resignations. Any trustee or officer may resign at any time by delivering his or her resignation in writing to the chair of the Board of Trustees, the president, the clerk or to the corporation at its principal office. Such resignation shall be effective upon receipt unless specified to be effective at some other time or upon the happening of some other event.

6.2. Removals. A trustee or officer may be removed without cause by the vote of a majority of the trustees then in office. A trustee or officer may be removed with cause only by the vote of two-thirds of the trustees then in office. A director or officer may be removed for cause only after reasonable notice and opportunity to be heard before the body proposing to remove him or her. Repeated failure by a trustee to attend board meetings will constitute cause.

6.3. Vacancies. If the office of the president, treasurer or clerk becomes vacant, the trustees shall elect a successor to hold office for the unexpired term until his or her successor is chosen and qualified or until he or she sooner dies, resigns, is removed, or becomes disqualified. If the office of any other officer becomes vacant, the trustees may elect a successor to hold office for the unexpired term or until he or she sooner dies, resigns, is removed or becomes disqualified. Any vacancy in the board of trustees, including a vacancy resulting from a decision to increase

the number of trustees, may be filled at an annual, regular, or special meeting by majority vote of the trustees then in office.

Section 7. EXECUTION OF PAPERS

Except as the trustees may generally or in particular cases authorize the execution thereof in some other manner, all deeds, leases, transfers, contracts, bonds, notes, checks, drafts and other obligations made, accepted or endorsed by the corporation shall be signed by the president, a vice president or the treasurer.

Any recordable instrument purporting to affect an interest in real estate, executed in the name of the corporation by the president or a vice president and the treasurer, who may be one and the same person, shall be binding on the corporation in favor of a purchaser or other person relying in good faith on such instrument notwithstanding any inconsistent provisions of the Articles of Organization, By-laws, resolutions or votes of the corporation.

Unless otherwise provided by the trustees, the president or treasurer may waive notice of and act on behalf of this Corporation, or appoint another person or persons to act as proxy or attorney in fact for this Corporation with or without discretionary power and/or power of substitution, at any meeting of shareholders of any other corporation or organization whose securities are held by this Corporation.

Section 8. COMPENSATION; PERSONAL LIABILITY

8.1. Compensation. Trustees shall be entitled to receive for their services such amount, if any, as the trustees may determine, which may include expenses of attendance at meetings.

8.2. No Personal Liability. The trustees and officers of the corporation shall not be personally liable for any debt, liability or obligation of the corporation. All persons, corporations or other entities extending credit to, contracting with, or having any claim against, the corporation, may look only to the funds and property of the corporation for the payment of any such contract or claim, or for the payment of any debt, damages, judgment or decree, or of any money that may otherwise become due or payable to them from the corporation.

8.3. Indemnification. The Corporation shall have the power, if it so chooses, to indemnify its current and former agents, members, trustees, directors, and officers to the full extent permitted by law and to enter into specific agreements, commitments, or arrangements for indemnification permitted by law, if and only if and to the extent that the Corporation's exemption from taxation is not adversely affected thereby. The previous sentence notwithstanding, no person shall be indemnified by the Corporation with respect to any matter in which he or she (i) did not act in good faith and in the reasonable belief that his or her action was in the best interest of the Corporation; (ii) knew or should have known that his or her conduct was unlawful; (iii) is liable to the Corporation; or (iv) received an improper personal benefit.

8.4 Insurance. The Corporation shall have the power to purchase and maintain insurance on behalf of any agent, employee, member, trustee, or officer against any liability or cost incurred by him or her in his or her capacity as such or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify said person against such liability or cost.

Section 9. AMENDMENTS

These By-laws (other than provisions of Article IV or of this Section) may be altered, amended or repealed in whole or in part by a vote of two-thirds of the trustees then in office.

14.A.



Town of Brookline

Massachusetts

**Department of Planning and
Community Development**

Town Hall, 3rd Floor
333 Washington Street
Brookline, MA 02445-6899
(617) 730-2130 Fax (617) 730-2442
TTY (617) 730-2327

**Alison Steinfeld
Director**

To: Select Board and Mel Kleckner
From: Meredith L. Mooney, Economic Development and Long-Term Planner
Cc: Alison Steinfeld, Kara Brewton, Patty Correa, John Buccheit, Joe Viola, Ewana Lindo-Smith, Caitlin Starr, Small Business Development Committee (SBDC)
Date: June 24, 2021
Re: Guidance on prioritizing diverse businesses in the Town's Small Business Relief Grant program

Overview:

The Economic Development Division is seeking Select Board guidance on whether to prioritize businesses that would qualify as diverse or Disadvantaged Business Enterprises (DBEs) in the next round of the Town's Small Business Relief Grant funding awards. Other municipalities, such as the cities of Cambridge and Lowell, are prioritizing diverse businesses in their COVID relief grant programs. The Small Business Development Committee has recommended that the Town follow Cambridge and Lowell's example in the next round of Small Business Relief Grant funding. However, Town Counsel has raised certain possible legal issues about this proposal, which are outlined in a separate attorney-client privileged memo from First Assistant Town Counsel Patricia Correa. Therefore, staff requests direction from the Select Board regarding whether to proceed with prioritizing diverse businesses in the next round of grant applications, which we hope to open in early July.

Background:

The Select Board recently replenished the Town's COVID-era [Small Business Relief Grant Program](#) with \$120,000.¹ Before opening applications for the second round of Small Business Relief Grants, Economic Development staff sought guidance from the [Small Business Development Committee](#) (SBDC) about what, if any, changes should be made to the grant program's application scoring rubric, which can be found on pages 3-4 of the [Small Business Relief Grant Program Guidelines \(June 2020\)](#).

The SBDC recommended several changes, which are outlined on page 2 of the SBDC's [April 13, 2021 Meeting Minutes](#), including awarding additional points to minority and women-owned businesses in the grant application scoring rubric.

Related Staff Recommendations:

Should the Select Board direct staff to incorporate this SBDC recommendation into the updated Small Business Relief Grant Program Guidelines, Economic Development Division staff recommends:

- **Broadening the scope of the SBDC's initial recommendation:** To include veteran, service-disabled veteran, LGBTQ, and disability-owned businesses, in addition to women and minority-owned businesses. Doing so will align with both the business categories certified through the state's [Supplier Diversity Office \(SDO\)](#), as well as the [SBDC's charge](#), which specifies that special attention be paid to all of those diverse business categories. Additionally, staff would recommend that 'business ownership' be defined as at least 50% ownership.
- **Allowing applicants to self-attest to their diverse business status rather than require state certification:** None of Brookline's storefront businesses are certified as diverse businesses through the state's Supplier Diversity Office. A few years ago, Caitlin Starr, Assistant Director of the Office of Diversity, Inclusion, and Community Relations, in coordination with the SBDC's Women and POC-Owned Businesses Subcommittee, contacted the 13 Brookline businesses currently certified (e.g. as a Minority Business Enterprise (MBE)) through the state's Supplier Diversity Office to learn about their certification experience and the value and benefits of their diverse business certification. These businesses, which were primarily professional service providers, reported that their diverse business certification, obtained through a cumbersome process, had provided little to no value to their business.

Given the state's diverse business certification's lack of relevance and value to Brookline's small business community, staff recommends adopting the City of Cambridge's practice of simply asking applicants to self-attest to their status as a diverse business, as opposed to requiring official certification.

Other Massachusetts COVID Small Business Relief Grant Programs Prioritizing Diverse Businesses:

- **City of Cambridge:** [Cambridge's Small Business Grant Program Funded by the Mayor's Disaster Relief Fund and the Cambridge Redevelopment Authority](#)

"The grant and will [sic] promote small business activity owned by one of the following -Cambridge resident, Black, Indigenous and People of Color (BIPOC), Women (WBE), Service-Disabled Veteran (SDVOBE), Veteran (VBE), Lesbian, Gay Bisexual, Transgender (LGBTQ) and Disabled-Owned Business Enterprise (DOBE) (status in these categories must be documented with evidence of proper certification)."

- **City of Lowell:** [Lowell's Small Business Emergency Relief Grant Program](#)

"Minority-owned small businesses will be given preference as well as small businesses that haven't applied or secured supportive funding through local, state, and federal programs."

- **Massachusetts' COVID-19 Small Business Grant Program administered by the Massachusetts Growth Capital Corporation**

The Baker administration included a preference for disadvantaged businesses (women, minority, disabled, LGBTQ, veteran) in the enabling legislation for the state's COVID-19 Small Business Grant Program administered by the Massachusetts Growth Capital Corporation. A few quotes from the [press release](#) about this state grant program:

- "Our administration is proud to announce almost \$50 million in grants to support historically underrepresented small business owners as they navigate the pandemic," said **Lt. Governor Karyn Polito**. "We thank Mass Growth Capital Corporation for their partnership to distribute these funds quickly, and look forward to continuing to work with business and community leaders to ensure a strong, equitable recovery from COVID-19."

16.A.

- The grant program's priorities, set forth in legislation, resulted in 1,158 small businesses being designated for an award. Among the successful applicants:
 - 100 percent of all grantees are minority-, veteran-, LGBTQ-, or individuals with disabilities-owned businesses;
 - 100 percent of qualified applications submitted by minority-women, minority-male, veteran-, LGBTQ-, and individuals with disabilities-owned businesses that have not received prior aid will be receiving funding;
 - 95 percent of award recipients are minority-owned businesses; and
 - 76 percent of award recipients are women-owned businesses.

¹ Note: \$100,000 in supplemental Community Development Block Grant (CDBG) CARES Act funding and \$20,000 through the Town's annual CDBG allotment.

OFFICE OF THE SELECT BOARD

MEMORANDUM

TO: Melvin Kleckner, Town Administrator

FROM: Melissa Goff, Deputy Town Administrator

RE: **2021 ATM follow-up Action**

DATE: 6/23/21

The Table below summarizes the outcome of the 2021 Annual Town Meeting. Articles that require further action by either establishment/work of a committee or a resolved clause compelling a Town response are noted in the “action required” column below.

ARTICLE NUMBER	Topic	TOWN MEETING VOTE	SB ACTION REQUIRED
1	Wood and Bark	Favorable Action	N/A
2	Collective bargaining	No Action	N/A
3	Compensating balances	Favorable Action	N/A
4	Close out	No Action	N/A
5	Unpaid bills	No Action	N/A
6	PT exemptions	Favorable Action	N/A
7	Driscoll bonds	Favorable Action	N/A
8	ROSB restrictive covenant	Favorable Action	N/A
9	Budget	Favorable Action	N/A
10	Budget amendment	Not moved	N/A
11	TM Procedure Indigenous People	Favorable Action	N/A
12	Roll call votes	Favorable Action	Communicate requirement to Boards and Commissions
13	Extend article 24 timeline	Favorable Action	N/A
14	STR formally art 9 (2.19)	Favorable Action	Convene License Review Committee to set regulations
15	STR formerly art 10 (5.11)	No Action	Convene License Review Committee to set regulations
16	STR formally art 11 (10.2)	Favorable Action	Convene License Review Committee to set regulations
17	STR alternative	Favorable Action	Convene License Review Committee to set regulations
18	Preservation lawrence LHD	Failed to gain 2/3 vote	N/A
19	Marijuana general bylaw	Favorable Action	N/A
20	Marijuana zoning bylaw	Favorable Action	N/A
21	Micro units	Favorable Action	N/A
22	Agenda packets	Favorable Action	Provide notice to Board and Commissions, train staff
23	Amend zoning bylaw 4.08	Favorable Action	N/A
24	sustainability division	Favorable Action	N/A
25	FFF Emerald Island	Favorable Action	N/A
26	FFF incentives	Favorable Action	N/A
27	Affordable Housing Bidding	Favorable Action	File Home Rule petition
28	Marijuana racial equity expenditures	Favorable Action	File Home Rule petition
29	GBL outdoor dining	Favorable Action	N/A
30	ZBL outdoor dining	Favorable Action	N/A
31	Speed regulations	Favorable Action	File Home Rule petition
32	CPA committee	Favorable Action	Recruit and fill membership
33	Public notification emergency funds	Favorable Action	Hold public hearing, adhere to reporting requirements
34	PIATT resolution	Favorable Action	Recruit and fill membership, develop & promote program
35	Encourage Voting resolution	Favorable Action	N/A
36	Committee on BFAC progress	Favorable Action	N/A
37	Resolution climate emergency	Favorable Action	N/A
38	Fisher Hill affordable housng	Not moved	N/A
39	Babcock St parking Lot	Favorable Action	Recruit and fill membership
40	Resolution for BIG	Favorable Action	Recruit and fill membership
STM-1	Resolution BHA Wifi	Favorable Action	Engage with BHA on project request
STM-2	Resolution BHA capital improvements	Favorable Action	Engage with BHA on project request

17.A.

I also checked the status of the Water and Sewer Discount proposal after the discussion this past Tuesday. My memo from 1/3/20 indicates that Home Rule legislation needed to be filed. The Board spent three consecutive meetings discussing language for a home rule petition under Article 9 (Real Estate Transfer Tax), but the Water and Sewer Home Rule petition (part of the same Town Meeting) was not added to the docket once that item was complete. Unfortunately, the time has lapsed too far for the Board to take this up again under the previous authorization. The Town Clerk is exploring whether or not there might be pandemic relief under these timelines given that the Board's docket was consumed by emergency response for most of the year.

The Board can choose to re-file the article if they would like to pursue this legislation. The outstanding items from this memo should be added to the Board's future list to prevent this from occurring again.

TOWN OF BROOKLINE
SELECT BOARD

ORDERED: To petition the General Court, accompanied by a bill for a special law relating to the Town of Brookline to be filed with an attested copy of this Order be, and hereby is, approved under Clause One (1) of Section Eight (8) of Article Two (2), as amended, of the Amendments to the Constitution of the Commonwealth of Massachusetts:

AN ACT RELATIVE TO BIDDING REQUIREMENTS FOR A CERTAIN AFFORDABLE HOUSING PROJECT IN THE TOWN OF BROOKLINE.

Provided that the General Court may reasonably vary the form and substance of this requested legislation which shall be within the scope of the general public objectives of this petition, be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same as follows:

SECTION 1. Construction and development activity related to redevelopment by the Brookline Housing Authority or by a limited liability company or limited partnership controlled by the Brookline Housing Authority of the federally-funded Colonel Eugene B. Floyd Apartments located at 32 Marion Street, Assessor's Parcel ID 167-19-00, in the Town of Brookline, or any part thereof, shall not be subject to any general or special law related to the procurement and award of contracts for the planning, design, construction management, construction, reconstruction, installation, demolition, maintenance or repair of buildings by a public agency, but shall be subject to sections 26 to 27H, inclusive, of chapter 149 of the General Laws. A conveyance of the project, whether by leasehold or fee estate, to an urban redevelopment corporation organized pursuant to chapter 121A of the General Laws or to a nonprofit state and federally tax-exempt corporation organized for the purpose of or to a limited partnership or limited liability company whose primary purpose is revitalizing the project, shall be subject to chapter 30B of the General Laws to the extent that the project is conveyed to an entity that is not owned, controlled or managed by the Brookline Housing Authority on the date of the conveyance.

SECTION 2. This act shall take effect upon its passage.

SCHEDULE FOR 2021 FALL TOWN MEETING

June 29 (Tues.)	BOARD VOTES ON TM DATE
JULY 18 (Thurs.)	POST NOTICES FOR WARRANT OPENING DATE (By-Laws say 14 days before opening of warrant)
AUGUST 5 (Thurs.)	OPENING OF WARRANT
SEPTEMBER 2 (Thurs.)	CLOSING OF WARRANT (By-Laws say 75 days before TM)
<i>SEPTEMBER 14 (Tues.)</i>	<i>BOARD TO SIGN WARRANT / REVIEW ARTICLES</i> <i>(By-Laws say "...as soon as practicable thereafter signed")</i>
SEPTEMBER 15 (Wed.)	SEND TO TAB
by SEPTEMBER 20 (Mon.)	POST / ADVERTISE / DISTRIBUTE WARRANTS (<u>Posting</u> is required to be done at least 14 days before a STM. That date would be November 5. <u>Advertising/Distribution</u> – mail to TMM's, publish in newspaper, posted on website – is required to be done 14 days before a STM. That date would be November 2.)
SEPTEMBER 14 (Tues.)	BOARD TO REVIEW ARTICLES
SEPTEMBER 15 (Wed.)	RECEIVE BACK FROM TAB FOR PROOFING
SEPTEMBER 16 (Thur.)	RETURN PROOF BACK TO TAB FOR AD
SEPTEMBER 21 (Tues.)	BOARD TO REVIEW ARTICLES Sukkot
SEPTEMBER 28 (Tues.)	BOARD TO REVIEW ARTICLES Shemini Atzeret/Simchas Torah
OCTOBER 5 (Tues.)	BOARD TO REVIEW ARTICLES
OCTOBER 12 (Tues.)	BOARD TO REVIEW ARTICLES
OCTOBER 19 (Tues.)	BOARD TO REVIEW ARTICLES
OCTOBER 26 (Tues.)	BOARD TO REVIEW ARTICLES
OCTOBER 27-29	RECOMMENDATIONS SENT FOR REVIEW AND COMMENT
NOVEMBER 2 (Tues.)	BOARD TO REVIEW ARTICLES / FINALIZE VOTES
NOVEMBER 4 (Thurs.)	COMBINED REPORT DEADLINE (NOON) SELECT BOARD'S COMMENTS ON RECOMMENDATIONS DUE BACK
NOVEMBER 5 (Fri.)	REPORT SENT TO PAUL FOR PRINTING
NOVEMBER 8 (Tues.)	MAIL COMBINED REPORTS (By-Laws actually say 7 days before STM)
NOVEMBER 10 (Wed.)	SUPPLEMENT DEADLINE (NOON)
NOVEMBER 11 (Thurs.)	SUPPLEMENT MAILING
NOVEMBER 16 (Tues.)	TOWN MEETING
NOVEMBER 17 (Wed.)	TOWN MEETING
NOVEMBER 18 (Thur.)	TOWN MEETING
NOVEMBER 30 (Tues.)	TOWN MEETING
DECEMBER 1 (Wed.)	TOWN MEETING
DECEMBER 2 (Thur.)	TOWN MEETING
DECEMBER 7 (Tues.)	TOWN MEETING
DECEMBER 8 (Wed.)	TOWN MEETING
DECEMBER 9 (Thur.)	TOWN MEETING



Preservation Commission

(As of June 18, 2020)

MEMBERS:

David KingTerm expires 2022

Wendy Ecker..... Term expires 2022

Elton Elperin, Chair..... Term expires 2023

James Batchelor..... Term expires 2023

Peter Kleiner..... Term expires 2021

David Jack..... Term expires 2023

Richard Panciera, Vice Chair..... Term expires 2021

ALTERNATES

Elizabeth Armstrong Term expires 2023

Vacancy Term expires 2021

Vacancy Term expires 2022

John Spiers Term expires 2024

Recent Activity

David King interviewed for reappointment 11/17/20

Elizabeth Armstrong interviewed for reappointment 11/19/20

James Batchelor interviews for reappointment 12/1/20

Elton Elperin interviews for reappointment 12/1/20

Wendy Ecker interviews for reappointment 12/1/20

David Jack interviews for reappointment 12/1/20

John Spiers interviews for appointment 12/11/20

Alex Villaneuva interviews for appointment 6/22/21

Online Form Submittal: Board/Commission Application Form

notifications@brooklinema.gov <notifications@brooklinema.gov>

Thu 5/27/2021 9:49 AM

To: Devon Fields <dfields@brooklinema.gov>; Ben Vivante <bvivante@brooklinema.gov>

Board/Commission Application Form

Please use this form to apply for one of the [open Board/Commission positions](#). We welcome your application and will respond to you quickly.

Name	Alex Villanueva
Address	[REDACTED]
Home Phone	[REDACTED]
Work Phone	[REDACTED]
Email	[REDACTED]
Application for specific Board/Commission?	Preservation Police Commissioner
What type of experience can you offer this Board/Commission?	I was heavily involved in governance at the University of Illinois and Boston University. I am a historian by training I have experience working as a special deputy in upstate NY
What type of issue would you like to see this Board/Commission address?	I'd like the preservation board to be more forward and public regarding potential changes and applications so the community and provide timely feedback. I'd like to see the police commissioner continue to have open dialogue about changes to policing practices that ensure safety but reflect new attitudes towards policing
Are you involved in any other Town activities?	No
Do you have time constraints that would limit your ability to attend one to two meetings a month?	No
IF RELEVANT, YOU CAN ATTACH OTHER MATERIALS (RESUME, NEWSPAPER, MAGAZINE, OR JOURNAL ARTICLE, ETC.)	Villanueva Resume_March 2021.pub.pdf

Email not displaying correctly? [View it in your browser.](#)

Alex Joseph Villanueva

Work Experience

Ball Consulting Group, Newton, M.A.

March 2020 - Present

Account Manager

- Promoted from Account Supervisor in March 2021
- Lead and assist in account management, earned media strategy development, and act on media relations, project communications, and editorial tactics for several clients in the health care, pharmaceutical, human services, education, and technology sectors.
- Tasks include crafting media materials including releases, advisories, stakeholder communications, op-eds, and media lists. Projects require in-depth research, immersion in client operations and the media environment, and close coordination with the client, the Ball Consulting team, and the members of the media.
- Assist in business development initiatives that include networking and establishing corporate and nonprofit relationships, research of clients and developing SWOT analyses, and crafting presentations.

Boston University's College of Communication, Boston, M.A.

September 2020 - Present

Adjunct Instructor

- Teach a graduate-level course on public relations using a new syllabus that focused on the development and current state of the PR field, best practices, and relevant critical thinking and persuasive skills.

Burson Cohn & Wolfe, Washington, D.C.

April 2019 - March 2020

Account Executive/Assistant Public Relations Supervisor

- Provided media relations, project management, crisis communications, event coordination, and editorial support for the 2020 Census integrated communications campaign.
- Tasks included pitching national and regional outlets, managing subcontracts, managing the development of press kits, media monitoring, overseeing the production of b-roll, developing RFPs, coordinating creative production, writing press releases and advisories, creating media lists, and other duties as assigned.

Congressional Campaign (NY-21), Plattsburgh, N.Y.

Aug. 2018 - Dec. 2018

Regional Field Director and Communications Coordinator

- Managed a field office that oversaw voter outreach in four counties in Northern New York, directed a paid staff and several volunteers and interns, and coordinated with a number of local stakeholders.
- Assisted campaign management with a number of duties, including candidate debate prep, writing content for mail campaigns, preparing press materials, developing schedules, and creating social media content.

Pro-Bono Work & Internships

Florida American Legion Boys State

June 2014 - present

Director of Social Media

- Responsible for managing all social media for the youth leadership program, both during the week of the program and throughout the year. Recently began development of a new website.

Office of Massachusetts Governor Charlie Baker

May 2018 - Aug. 2018

Press Office Intern

- Worked closely with press office staff to assist in managing communications between the governor's office and local, regional, and national journalists.

Education

Boston University's College of Communication

Aug. 2017 - Sep. 2018

- Masters of Science in public relations
- President of the COM Graduate Student Council

University of Illinois at Urbana-Champaign

Aug. 2013 - May 2017

- Bachelors of Arts in history and political science, *Cum Laude*, and High Distinction in history
- Student body vice president, and an officer of several academic, service, and leadership organizations

Community Involvement

Association of Latino Professionals for America

Historic Marine Education, Inc. & The 1812 Marine Guard

Boston Illini Club

Sons of the American Legion, N.Y. Squad 20